

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-002

Agenda No. 10.A

Approved: JAN 09 2019

TITLE:



RESOLUTION APPROVING THE CORRECTIVE ACTION PLAN FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2017

COUNCIL
adoption of the following resolution:

offered and moved

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions; and,

WHEREAS, pursuant of Local Finance Notice CFO 97-16, all local government units must prepare and submit a Corrective Action Plan as part of the annual audit process; and,

WHEREAS, the Corrective Action Plan shall cover all findings and recommendations, including state, federal, and general or financial statement findings in the audit report; and,

WHEREAS, the Chief Financial Officer shall prepare said Corrective Action Plan with the assistance from other officials affected by the audit recommendations; and,

WHEREAS, the Corrective Action Plan is to be submitted to the Division of Local Government Services no later than sixty days from the receipt of the audit report; and,

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that a copy of the corrective action plan will be placed on file in the office of the City Clerk.

APPROVED: [Signature]

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.9.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMEN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION APPROVING THE CORRECTIVE ACTION PLAN FOR THE CALENDAR YEAR
ENDING DECEMBER 31, 2017**

Initiator

Department/Division	Administration	Management & Budget
Name/Title	Donna Mauer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

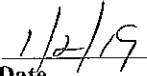
Resolution Purpose

This resolution approves the corrective action plan as required by LFN CFO 97-16.

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

CITY OF JERSEY CITY

HUDSON COUNTY



CORRECTIVE ACTION PLAN

CY 2017 ANNUAL AUDIT

SECTION II
SCHEDULE OF FINANCIAL STATEMENT FINDINGS
FOR THE YEAR ENDED DECEMBER 31, 2017

CITY OF JERSEY CITY

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued) FOR THE YEAR ENDED DECEMBER 31, 2017

Section II - Schedule of Financial Statement Findings

(This section identifies the significant deficiencies, material weaknesses, fraud, noncompliance with provisions of laws, regulations, contracts and grant agreements, and abuse related to the financial statements for which Government Auditing Standards requires reporting.)

Finding 2017-001

Significant Deficiency in Internal Control

Criteria: The City is required by N.J.A.C. 5:30-5.6 to establish and maintain a physical inventory of fixed assets of nonexpendable, tangible property. The reporting system must have a subsidiary ledger, consisting of detailed property records for controlling additions, retirements and transfers of fixed assets. Further, the subsidiary ledger is required to ensure that property records are maintained accurately, to reflect a description and source of the property, its ownership, the acquisition cost and date, the percentage of Federal participation in the acquisition, and the location, use, and condition of the property.

Condition: Assets transferred to the City pursuant to its dissolution of the Jersey City Parking and Incinerator Authorities were not included on City's fixed asset inventory. In addition, several items selected for physical inspection required several trips because locations were not updated to reflect changes in location since the time of purchase.

Context: Audit procedures include sampling of the fixed asset inventory listing and verifying the existence of these assets. Generally, vehicles were difficult to identify as Vehicle Identification Numbers (VIN) are often not inputted into the inventory.

In addition, it appears the following concern noted in the prior audit was not addressed: Inventory listings obtained from the former Parking Authority (JCPA) and Incinerator Authority (JCLA) indicate 131 and 159 items, respectively, of machinery and equipment were not added to the City inventory listing upon dissolution of these entities.

CITY OF JERSEY CITY

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)
FOR THE YEAR ENDED DECEMBER 31, 2017

Section II - Schedule of Financial Statement Findings

Finding 2017-001

(Continued)

Effect: The City's fixed asset inventory system is not in compliance with N.J.A.C. 5:30-5.6. Specifically, there are instances in which (a) assets known to have been acquired through the dissolution of City agencies are not included in the inventory, and (b) asset locations noted on the listing may be inaccurate due to department transfers.

Cause: The City's asset tagging, disposal and transfer policies are not being followed by department personnel. No asset disposals are being recorded on the City's fixed asset listing.

This finding is repeated from the prior year, with modifications.

Recommendation: The City should reinforce existing fixed asset disposal and transfer policies with appropriate department personnel and make certain such procedures are followed.

The City should include all assets acquired from the dissolution of the Parking and Incinerator Authorities on its fixed assets inventory.

Views of Responsible Officials of the City (unaudited):

The assigned Fixed Asset Manager will continue to work to enforce the fixed asset policy. The City will also be working with a fixed asset appraisal company to update the current inventory listing to include all vehicles and equipment that meet the fixed asset threshold.

CITY OF JERSEY CITY

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)
FOR THE YEAR ENDED DECEMBER 31, 2017

Section II - Schedule of Financial Statement Findings

Finding 2017-002

Material Weakness in Internal Control over Financial Reporting

Criteria: Sound internal control policies include the timely reconciliation of all bank accounts as a means to detect, and timely correct, misstatements.

Condition: Bank reconciliations for the year ended December 31, 2017 were not completed until October 2, 2018.

Context: Audit procedures include obtaining City-prepared bank reconciliations as part of the process to gather evidence regarding whether cash and cash equivalents are fairly stated in the City's financial records. Though bank reconciliations will not prevent misstatements from occurring, they provide a means to detect and correct misstatements that were not prevented by other controls. Timely bank reconciliations allow the City to correct misstatements in a timely manner, provide a means of identifying and resolving bank errors, transfer or payment errors and potential misappropriation.

Effect: The lack of a timely reconciliation process resulted in delays in the detection of payment, transfer and deposit errors, as well as delays in financial reporting. Further, the lack of a timely reconciliation process would prevent the City from addressing potential matters of defalcation, if any were to occur, in a timely manner.

Further, in order to complete its reconciliations, the City require a lump sum journal entry be made to account for cumulative unidentified differences in the reconciliation of its general account in the amount of \$92,764. This amount is posted as a non-budget revenue. Though this amount is not individually material, it reflects the net effect of debits and credits to cash which could not be identified. It is presumed that had these adjustments been made as gross debits and credits, and not netted together, the entries may approach materiality.

CITY OF JERSEY CITY

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)
FOR THE YEAR ENDED DECEMBER 31, 2017**

Section II - Schedule of Financial Statement Findings

Finding 2017-002

(Continued)

Cause: The cause for the delays in the reconciliation process could not be readily determined, though it appears personal turnover and the consolidation of several accounts with significant transaction volume may have contributed.

This finding is repeated from the prior year, though this year it is reported as a material weakness in internal controls over financial reporting.

Recommendation: The City should reconcile all bank accounts within a reasonable period of time after its fiscal year end.

Views of Responsible Officials of the City (unaudited):

This was due to several personnel changes. The CFO has recently assigned staff to oversee the reconciliation process and the City is currently making staffing changes to ensure the timely reconciliation of bank accounts.

CITY OF JERSEY CITY

SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued) FOR THE YEAR ENDED DECEMBER 31, 2017

Section II - Schedule of Financial Statement Findings

Finding 2017-003

Material Weakness in Internal Control over Financial Reporting

- Criteria: Sound accounting policies suggest that the City is required to reconcile and compare information reported in its financial records to the underlying accounting records and reports provided to and from grantor and oversight agencies.
- Condition: Community Development Block Grant (CDBG), Home Investment Partnership Grant (HOME), Housing Opportunities for Persons with AIDS (HOPWA) and Emergency Shelter Grant (ESG) funds receivable and on reserve, or available for expenditure, in the City's general ledger were not reconciled with the IDIS system used for reporting such activity to the Department of Housing and Urban Development.
- Context: Such reconciliations provide greater assurance that amounts reported by the City are not misrepresented and coincide with amounts reported to or maintained by grantor and oversight agencies.
- Effect: Amounts receivable and on reserve in the City's CDBG, HOME and HOPWA general ledgers and disbursements could not be properly validated or were not traceable to or from IDIS and other related reports. HOME receipts could also not be reconciled.
- Cause: The City is not closing temporary accounts in the CDBG, HOME and HOPWA general ledgers. Further, the general ledger reserve and receivable balances are not reconciled to subsidiary budget report ledgers and the IDIS system.

This finding has been repeated annually since 2011.

CITY OF JERSEY CITY

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)
FOR THE YEAR ENDED DECEMBER 31, 2017**

Section II - Schedule of Financial Statement Findings

Finding 2017-003 (continued)

Recommendation: The City should adopt financial reporting, reconciliation and closing procedures which require appropriate personnel to reconcile reported balances and activity of CDBG, HOME, HOPWA and Emergency Shelter Grants to the underlying accounting records, subsidiary ledgers and reports provided to and from grantor and oversight agencies, where applicable. The reconciliations should be performed monthly.

Views of Responsible Officials of the City (unaudited):

The CFO's Office will take over this project to close out the old accounts and make sure all systems are reconciled.

**SECTION III:
SCHEDULE OF FEDERAL AWARDS
AND
STATE FINANCIAL ASSISTANCE
FOR THE YEAR ENDED DECEMBER 31, 2017**

CITY OF JERSEY CITY

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS (Continued)
FOR THE YEAR ENDED DECEMBER 31, 2017**

**Section III - Schedule of Federal Awards and State Financial Assistance
Findings and Questioned Costs**

(This section identifies audit findings required to be reported by the 2 CFR 200.516(a) and New Jersey OMB Circular 15-08.)

Finding 2017-003

(Repeated from Section II as required, Modified as Related to Federal Funds)

Material Weakness in Internal Control over Major Federal Programs

Noncompliance (L) – Reporting

(Direct Federal Funding)

United States Department of Housing and Urban Development

CFDA No. 14.218 – Community Development Block Grant (CDBG)

CFDA No. 14.231 – Emergency Solutions Grant (ESG)

CFDA No. 14.239 – Home Investment Partnership Grant (HOME)

CFDA No. 14.241 – Housing Opportunities for Persons with AIDS (HOPWA)

Condition: Community Development Block Grant (CDBG), Home Investment Partnership Grant (HOME), Housing Opportunities for Persons with AIDS (HOPWA) and Emergency Shelter Grant (ESG) funds receivable and on reserve, or available for expenditure, in the City's general ledger were not reconciled with the IDIS system used for reporting such activity to the Department of Housing and Urban Development.

Context: Such reconciliations provide greater assurance that amounts reported by the City are not misrepresented and coincide with amounts reported to or maintained by grantor and oversight agencies.

Questioned Costs: None noted.

Refer to Section II for Criteria, Effect, Cause and Recommendation and Views of Responsible Officials.

CITY OF JERSEY CITY

SUMMARY SCHEDULE OF PRIOR YEAR AUDIT FINDINGS AND QUESTIONED COSTS AS PREPARED BY MANAGEMENT FOR THE YEAR ENDED DECEMBER 31, 2017

Status of Prior Year Findings

(This section identifies the status of prior-year audit findings related to the basic financial statements and federal and state awards that are required to be reported in accordance with Chapter 4 of Government Auditing Standards, 2 CFR 200.516(a) and New Jersey OMB Circular 15-08.)

Finding 2016-001

Finding 2015-001

Finding 2014-001

Noncompliance Material to Basic Financial Statements

Condition: Unfinanced costs for capital projects over five years old remain on the City's books.

Current Year Status: This City has continued to reduce the noncompliant funding status of capital projects over five years old, however, \$13,291,470 of 'Deferred Charges to Future Taxation – Unfunded' over five years remain, consisting of \$11,704,212 for General Improvements and \$1,587,258 for School Projects. All Water Projects have been funded. The current figure noncompliant amount represents a 65% reduction since 2014.

This finding has been removed as noncompliance material to the basic financial statements, but is repeated in the "comments and recommendations" section of this report as Finding 2017-004.

Finding 2016-002

Finding 2015-002

Finding 2014-003

Significant Deficiency in Internal Control

Condition: Some assets on the fixed assets inventory listing could not be verified by physical inspection. The City's asset tagging, disposal and transfer policies are not being followed by department personnel. In addition, assets transferred to the City pursuant to its dissolution of the Jersey City Parking and Incinerator Authorities were not included on City's fixed asset inventory.

Current Year Status: This finding is repeated in the current year as Finding 2017-001.

CITY OF JERSEY CITY

**SUMMARY SCHEDULE OF PRIOR YEAR AUDIT FINDINGS
AND QUESTIONED COSTS AS PREPARED BY MANAGEMENT
FOR THE YEAR ENDED DECEMBER 31, 2017**

Status of Prior Year Findings

Finding 2016-003

Finding 2015-003

Material Weakness in Internal Control

Condition: Community Development Block Grant (CDBG), Home Investment Partnership Grant (HOME), Housing Opportunities for Persons with AIDS (HOPWA) and Emergency Shelter Grant (ESG) funds receivable and on reserve, or available for expenditure, in the City's general ledger were not reconciled with the IDIS system used for reporting such activity to the Department of Housing and Urban Development. This finding, as it relates to CDBG, HOME and ESG, has been repeated annually since 2011.

Current Year Status: This finding is repeated as Finding 2017-003.

Finding 2016-004

**Noncompliance (H) – Period of Performance
(Direct Federal Funding)**

**United States Department of Housing and Urban Development
CFDA No. 14.218 – Community Development Block Grant (CDBG)**

Condition: The City is noncompliant with 24 CFR 570.902 with an unexpected grant balance remaining of 1.6 times the annual grant for Program Year 2015.

Current Year Status: This finding was corrected in the current year.

CITY OF JERSEY CITY

**SUMMARY SCHEDULE OF PRIOR YEAR AUDIT FINDINGS
AND QUESTIONED COSTS AS PREPARED BY MANAGEMENT
FOR THE YEAR ENDED DECEMBER 31, 2017**

Status of Prior Year Findings

Finding 2015-004

Noncompliance (B) – Allowable Costs / Cost Principles

Noncompliance (J) – Program Income

Significant Deficiency in Internal Control Over Major Programs

(Direct Federal Funding)

**United States Department of Housing and Urban Development
CDBG Entitlement Grants Cluster - CFDA No. 14.218 / 14.253**

Condition: The City received a letter dated March 30, 2016 from the Office of Inspector General, US Department of Housing and Urban Development (OIG), in which the OIG presents two findings and 30 recommendations. In summary, the OIG found (1) program income was not always collected, recorded or supported, (2) funds were used for unsupported costs, (3) CDBG activities and the City's home-ownership program were not administered in compliance with program requirements, (4) unnecessary drawdowns were made and (5) the City's Integrated Disbursement and Information System (IDIS) information was not accurate or traceable to that in its accounting records [see also Finding 2015-003].

The OIG identified a total of \$1,941,618 in questioned costs and \$16,206,508 of funds to be put to better use.

Current Year Status: The City has hired legal counsel to advise and respond to the allegations and review its community development programs. Said legal counsel believes, after initial research of the OIG allegations, that adequate support exists for the CDBG expenditures questioned, and that the City should be able to defend its CDBG expenditures and develop the documentation needed to avoid the City having to repay the funds.

As of the date of this report, no final determinations have been made and it is possible the City may still be required to repay the entire amount of \$18,148,126, or an undetermined portion thereof.

**COMMENTS AND RECOMMENDATIONS
FOR THE YEAR ENDED DECEMBER 31, 2017**

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2017
Department: Administration
Division: Management & Budget
Respondent: Donna Mauer

Finding Number: 2017-004

1. Description:

The City is not in compliance with State regulations concerning the funding of capital projects. Unfinanced costs totaling \$13,291,470 for capital projects over five years old remain on the City's books, consisting of \$11,704,212 for general projects and \$1,587,258 for school projects. The City has annually reduced its unfunded costs for projects over five years old since 2014.

2. Analysis:

The City should continue to fund its remaining Unfunded Deferred Charges to Future Taxation in excess of five years old.

3. Corrective Action:

The City will continue to review and fund remaining Unfunded Deferred Charges to Future Taxation.

4. Implementation Date:

Ongoing

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2017
Department: Administration
Division: Management & Budget
Respondent: Donna Mauer

Finding Number: 2017-005

1. Description:

Voters of the City approved, through referendum, the establishment of a tax levy to fund a Municipal Open Space, Recreation and Historic Preservation Trust Fund. As of 2017, the City maintained these funds in a separate reserve within its Trust Fund – Other Trust. However, statutes require the dedicated tax to be deposited into a dedicated depository and separate Municipal Open Space Trust Fund.

2. Analysis:

The City should establish a separate, dedicated Trust Fund and bank account for the sole purpose of accounting for the proceeds of its Municipal Open Space Tax Levy, as required by various State statutes and regulations.

3. Corrective Action:

The City has established a separate dedicated Trust Fund and bank account for the Municipal Open Space Tax Levy.

4. Implementation Date:

Implemented.

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2017
Department: Administration
Division: Management & Budget
Respondent: Elizabeth Castillo

Finding Number: 2017-006

1. Description:

The City does not maintain an automated grants receivable subsidiary ledger integrated into its accounting system. Currently, the grants receivable subsidiary ledger is maintained off-line. As grant monies are received, the grant receivable general ledger account is credited. These receipts are then identified and posted to the manual subsidiary ledger. This process enables posting delays and is prone to posting error, as evidenced by the number of receipt re-allocations posted annually. Further, whereas grant receipts often originate from filings of various Departments, the responsibility to identify the source of funds and allocation to the proper grant is placed on Treasury and Accounts and Control. This lack of a cohesive City-wide process to identify grant receipts contributes to posting errors.

2. Analysis:

City Departments which administer grants and file for reimbursement should coordinate with Treasury and Accounts and Control when grant funds are expected in order to reduce delays and posting errors in regards to grant receipts. Further, the City should integrate a grants receivable subsidiary ledger into its accounting system.

3. Corrective Action:

The City will instruct its Departments to coordinate with Treasury and Accounts and Control when grant funds are expected. In addition, the City is in the process of upgrading its Financial accounting system, which will integrate a grants receivable subsidiary ledger.

4. Implementation Date:

Tentative April 2019.

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2017
Department: Administration
Division: Treasury Office
Respondent: Peter O'Reilly

Finding Number: 2017-007

1. Description:

Various interfund balances remain on the City's balance sheets at year end, including an interfund in the amount of \$11,469,449 due from the Payroll Agency Trust Fund to the Current Fund. Across funds, interfund balances exceed \$13 million. Amounts due to the Current Fund total \$11,848,594 and result in a corresponding reduction in fund balance, as accounting rules do not allow these receivables to be realized until collected in cash.

2. Analysis:

The City should make certain interfunds balances are transferred prior to yearend, to the extent possible. In addition, transfers between funds, particularly between the Payroll Agency and Current Funds should be conducted with more care so as to not create significant interfunds unnecessarily.

3. Corrective Action:

The Treasurer will monitor to insure that the transfers between the various funds are done in a timely manner as to not create any interfunds at year end.

4. Implementation Date:

Immediately

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2017
Department: Administration
Division: Tax Collector's Office
Respondent: John Mercer & Anthony Esposito

Finding Number: 2017-008

1. Description:

During 2017, internal controls over wire transfers and manual checks were not sufficient to prevent the duplicate payments of \$486,425 of employee pension obligations to the State of New Jersey and \$1,604,940 of tax sale payments to the Jersey City Municipal Utilities Authority. The cause of the duplicate pension wire was not evident, but the payment was returned to the City from the State. The duplicate tax sale payment occurred when Treasury was given wiring instructions to make the payment on the same date a manual check was issued by the Tax Collector's office. The City has recovered these funds as well, however the issue was not discovered until bank reconciliation procedures were completed approximately nine months after year end.

2. Analysis:

The City should institute additional preventive internal controls over wire transfers and manual checks to further prevent the likelihood of duplicate payments, and conduct detective internal controls such as bank reconciliations in a timelier manner to improve the possibility of recovery if the issue were to reoccur.

- 3. Corrective Action:** No manual checks will be sent to the JCMUA during the time the Tax Collector's Office is collecting water sewer payments. The Tax Collector's Office will work with Treasury and Accounts & Control to reconcile the water sewer payments received and wired to the JCMUA account. The JCMUA will only receive one manual check once the tax sale is closed. The funds collected at the tax sale for water sewer bills will be a manual check given to the JCMUA.

- 4. Implementation Date:** November 30, 2018

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2017
Department: Administration
Division: Tax Collector's Office
Respondent: John Mercer & Anthony Esposito

Finding Number: 2017-009

1. Description:

In order to continue receipt of real property Senior Citizen tax deductions, those receiving the tax credits must file annual post-tax year income statements with the municipal tax collector. In order to test compliance with this requirement, audit procedures selected ten Senior Citizen deductions and requested the corresponding annual post-tax year income statement. The Tax Collector's Office could not provide seven of the ten statements.

2. Analysis:

The Tax Collector's office should disallow all deductions for which no annual post-tax year income statement is filed.

3. Corrective Action: The Tax Collector's Office will send out Letters of Disallowance early January 2019 for all accounts that did not file a PD5 form by the statutory due date of June 1, 2018 for deductions received in the tax year 2017.

4. Implementation Date: January 2, 2019

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2017
Department: Administration
Division: Purchasing Office
Respondent: Peter Folgado

Finding Number: 2017-010

1. Description:

A sample of 25 vendors paid in excess of \$600 was selected for the purpose of determining whether the City is in compliance with Internal Revenue Code (IRC) requirements regarding the filing of Form 1099. Of these 25 items, four instances were noted in which a Form 1099 should have been filed, but no evidence of filing could be provided by the City.

2. Analysis:

In order to comply with requirements of the Internal Revenue Code (IRC), the City should institute controls to make certain Form 1099s are filed with all vendors that do not qualify as exceptions under the IRC. Such controls should include requiring vendors to provide information such as Form W-9, or similar.

3. Corrective Action:

In most cases, vendors do not check the box on the "Vendor Information Form" requesting a 1099, Purchasing will make sure that all vendors complete the Vendor Information Forms correctly. The Division of Purchasing will have IT print monthly reports on new vendors to ensure that those needing a 1099 are identified.

4. Implementation Date:

Immediately

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2017
Department: Public Safety
Division: Police & Fire
Respondent: Tawana Moody & William O'Donnell

Finding Number: 2017-011

1. Description:

Eight instances were noted in which overtime authorizations were not available for auditor review, comprised of six police and two fire.

2. Analysis:

All overtime authorizations must be fully executed and retained in accordance with applicable records retention schedules. Such authorizations should be made available for audit.

3. Corrective Action:

The Division's of Police and Fire will insure that all overtime authorizations are fully executed, retained and made available for audit inspection.

4. Implementation Date: Immediately.

Name of Municipality: CITY OF JERSEY CITY

County: Hudson

Audit Report Year: December 31, 2017

Department: Public Safety

Division: Parking Authority

Respondent: Mary Spinello

Finding Number: 2017-012

1. Description:

Parking Enforcement receipts were often deposited in violation of N.J.S.A. 40A:5-15; which requires all monies to be deposited in a legal depository within 48 hours after the receipt thereof. Audit procedures noted 55 instances totaling \$114,794 in which receipts were deposited between 10 and 162 days from the noted date of receipt. Each of these receipts were collected in the months of October through November, 2017, but were not deposited until January through April, 2018. The report of audit includes an adjustment of \$114,794 as revenue accounts receivable.

2. Analysis:

In order to comply with N.J.S.A. 40A:5-15, Parking Enforcement should forward monies to Treasury within 48 hours after receipt, who in turn should deposit the funds into a designated legal depository within 48 hours.

3. Corrective Action:

Parking Enforcement is aware of the deposit history issues and we have undertaken the following steps to prevent this from happening again: We assigned additional staff to catch up on everything that was behind to insure all 2018 revenue is reported on time. We have broken up responsibilities so each staff member is responsible for reconciling different parts of the daily work so no one person has sole responsibility. One person will complete the overall daily deposit report for submission to Treasury. We have changed the application to include an office use section indicating the type of payment along with the initials of the person processing the application. This will insure greater accountability. We have separated applications requiring non-payment from those they do during the processing phase. Formal operating procedures will be given to all Permit Division staff to insure they are all aware of the guidelines and will be held accountable if they are not followed.

4. Implementation Date: Immediately.

Name of Municipality: CITY OF JERSEY CITY
County: Hudson
Audit Report Year: December 31, 2017
Department: Administration
Division: Municipal Court
Respondent: Wendy Razzoli

Finding Number: 2017-013

1. Description:

Our review of the Municipal Court Monthly Management Report for December 2017 indicated that there was a backlog of tickets Eligible for Dismissal, Eligible for Order of Driver License Suspension, held over 120 Days, Other Case Statuses, Assigned Not Issued Over 180 Days, Held Over 180 Days and Eligible for Warrant. This indicates substantial backlog of tickets. In addition, our review of Tickets Assigned and Not Issued has tickets outstanding for more than six months and Tickets Assigned Not Issued had numerous tickets listed. This finding is repeated from the prior year.

2. Analysis:

Court should review these tickets and determine their disposition and remove them from the Automated Traffic System.

3. Corrective Action:

Court Management has assigned one supervisor in each unit of the court to oversee the monthly management reports, including the following reports mentioned to review and determine their disposition thus removing them from the Automated Traffic System. This process is ongoing.

The *Eligible for Dismissal* and *Eligible for Warrant Report* are handled by the supervisor of Court Administration, upon review and signature of the Chief Judge. With respect to the *Eligible for Dismissal* report, all matters are reviewed by the Chief Judge and are dismissed in a timely matter, unless objection is raised by the municipal prosecutor. With respect to the *Eligible for Warrant Report* all matters are reviewed and warrants are issued on a weekly basis to minimize matters on the report.

The *Eligible for Order of Driver License Suspension* is handled by the Violation's unit supervisors, upon review and signature of the Chief Judge. With respect to this report all drivers who are eligible for suspension are suspended on a weekly basis after review of the Chief Judge.

The *Tickets Assigned Not Issued Over 180 Days* is handled by the Data Entry unit supervisor and delegated to the Clerk handling ticket control. These tickets will be further addressed by the Court Director's office notifying the Chief of Police to advise the Court of any deceased, retired, suspended or fired law enforcement officers. Upon receipt of this list, any outstanding tickets will be recalled.

4. Implementation Date:

Procedures are currently in place.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-003
Agenda No. 10.B
Approved: JAN 09 2019
TITLE:



RESOLUTION ADOPTING THE CY 2019 CASH MANAGEMENT PLAN FOR THE CITY OF JERSEY CITY

COUNCIL

offered and moved

adoption of the following resolution:

WHEREAS, N.J.S.A. 40A:5-14 requires municipalities to adopt a cash management plan and shall deposit, or invest, or both deposit and invest its funds pursuant to this plan; and,

WHEREAS, the purpose of the cash management plan is to assure the investment of local funds in interest bearing accounts and other permitted investments; and,

WHEREAS, the cash management plan shall set policies for selecting and evaluating investment instruments accordingly; and,

WHEREAS, the cash management plan shall include:

- (1) the designation of Public Depositories as defined in Section 1 of P.L. 1970, c.236 (C.17:9-41) and may permit deposits in such public depositories as permitted in section 4 of P.L. 1970, c.236 (C.17:9-44); and,
- (2) the designation of any fund that meets the requirements established pursuant to Section 8 of P.L. 1977, c.396 (c.40A:5-15.1) and the authorization for investments permitted pursuant to Section 8 of P.L. 1977, c.396 (C.40A:5-15.1); or,
- (3) any combination of the designations or authorizations permitted pursuant to this subsection; and,

WHEREAS, the cash management plan shall be approved annually by majority vote of the governing body and may be modified from time to time in order to reflect changes in Federal or State law or regulations, or in the designation of depositories, funds or investment instruments or the authorization for investments; and,

WHEREAS, the cash management plan shall require a monthly report to the governing body summarizing all investments made or redeemed since the last meeting. The report shall set forth each organization holding local unit funds, the amount of securities purchased or sold, class or type of securities purchased, book value, earned income, fees incurred, and market value of all investments of the report date and other information that may be required by the governing body; and,

WHEREAS, the cash management plan shall be subject to the annual audit conducted pursuant to N.J.S.A. 40A:5-4; and,

WHEREAS, any official involved in the designation of depositories or in the authorization for investments as permitted pursuant to Section 8 of P.L. 1977, c.396 (C.40A:5-15.1), or the selection of an entity seeking to sell an investment to the City who has a material business or personal relationship with that organization shall disclose that relationship to the governing body and to the Local Finance Board and the Municipal Ethics

City Clerk File No. Res. 19-003Agenda No. 10.B JAN 09 2019

TITLE:

Board in writing; and,

WHEREAS, the registered principal of any security brokerage firm selling securities to the local unit shall be provided with, and sign an acknowledgment that the principal has seen and reviewed the City's cash management plan, except that with respect to the sale of a government money market mutual fund, the registered principal need only be provided with and sign an acknowledgment that the government money market mutual fund whose securities are being sold to the City meet the criteria of a government money market mutual fund as set forth in Paragraph (1) of Subsection c. of Section 8 of P.L. 1977, c.396 (C.40A:5-15.11); and,

WHEREAS, the Chief Financial Officer shall be charged with administering the cash management plan; and,

WHEREAS, the Chief Financial Officer charged with the custody of moneys shall deposit or invest them as designed or authorized by the cash management plan and shall thereafter be relieved of any liability for loss of such moneys due to the insolvency or closing of any depository designated by, or the decrease in value of any investment authorized by the cash management plan; and,

WHEREAS, the Chief Financial Officer has submitted for the Council's approval a proposed cash management plan with the approval of the Mayor and Business Administrator; and,

NOW THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The cash management plan proposed by the Chief Financial Officer with the approval of the Mayor and Business Administrator is adopted as the cash management plan of the City of Jersey City; and,
2. All officers of the City of Jersey City with custody of public funds are directed pursuant to N.J.S.A. 40A:5-14 to deposit and or invest those funds in accordance with the adopted cash management plan.

APPROVED: [Signature]APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation CounselCertification Required ☐

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.9.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rojandro R. Lavarro, Jr., President of Council[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION ADOPTING THE CY 2019 CASH MANAGEMENT PLAN FOR THE CITY OF JERSEY CITY

Initiator

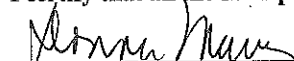
Department/Division	Administration	Management & Budget
Name/Title	Donna Maurer	Chief Financial Officer
Phone/email	201-547-5042	DonnaM@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

As per state statute, the City is required to adopt a cash management plan annually which outlines the designation of depositories and investment policies and philosophies. This resolution also designates the CFO with administering the cash management plan.

I certify that all the facts presented herein are accurate.



Signature of Department Director

12/31/18

Date

CITY OF JERSEY CITY CASH MANAGEMENT POLICY

Pursuant to N.J.S.A. 40A:5-14, the City of Jersey City's Cash Management Policy or Philosophy for selecting and evaluating investment instruments shall:

- 1) Consider preservation of capital, by ensuring that the principal invested is safe and secure.
- 2) Consider liquidity, by ensuring that the security can readily be converted to cash.
- 3) Consider current and historical investment returns, by comparing and examining such returns.
- 4) Consider diversification, by spreading investment principal among a number of investment instruments.
- 5) Consider maturity requirements, by timing the maturity of the investment to match the need for cash.
- 6) Consider costs and fees, by analyzing the expenses associated with buying, storing and redeeming investment instruments.
- 7) Be based on a cash flow analysis prepared by the Chief Financial Officer and be commensurate with the nature and size of the funds held by the City of Jersey City.
- 8) Be made on a competitive basis insofar as practicable.

Pursuant to N.J.S.A. 40A:5-15.1, the City of Jersey City may use moneys which may be in hand for the purchase of the following types of securities which, if suitable for registry, may be registered in the name of the City of Jersey City.

- 1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America (Treasury Bills, Notes and Bonds).
- 2) Government money market mutual funds.
- 3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an Act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependent on any index or other external factor.
- 4) Bonds or other obligations of the local unit or bonds or other obligations of school districts of which the local unit is a part or within which the school district is located.
- 5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase,

approved by the Division of Investment of the Department of the Treasury for investment by local units.

6) Local government investment pools.

7) Deposits with the State of New Jersey Cash Management Fund.

8) Agreements for the repurchase of fully collateralized securities, if:

- a.) the underlying securities are permitted investments pursuant to N.J.S.A. 40A:5-15.1;
- b.) the custody of collateral is transferred to a third party;
- c.) the maturity of the agreement is not more than 30 days;
- d.) the underlying securities are purchased through banks approved by the Department of Banking and Insurance under the Government Unit Depository Protection Act (GUDPA);
- e.) a master repurchase agreement providing for the custody and security of collateral is executed.

Also pursuant to N.J.S.A. 40A:5-15.1, the City of Jersey City will also abide by the following investment guidelines:

1) Any investment instruments in which the security is not physically held by the local unit shall be covered by a third party custodial agreement which shall provide for the designation of such investments in the name of the local unit and prevent unauthorized use of such investments.

2) Purchase of investment securities shall be executed by the "delivery versus payment" method to ensure that securities are either received by the local unit or a third party custodian prior to or upon the release of the local unit's funds.

3) Any investments not purchased and redeemed directly from the issuer, government money market mutual fund, local government investment pool, or the State of New Jersey Cash Management Fund, shall be purchased and redeemed through the use of a national or State bank located within this State or through a broker-dealer which, at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to section 9 of P.L.1967, c.93 (C.49:3-56) and has at least \$25 million in capital stock (or equivalent capitalization if not a corporation), surplus reserves for contingencies and undivided profits, or through a securities dealer who makes primary markets in U.S. Government securities and reports daily to the Federal Reserve Bank of New York its position in and borrowing on such U.S. Government securities.

4) When the City's Cash Management Plan permits investments for more than one (1) year, the investment must approximate the prospective use of the funds. This primarily relates to U.S. Securities and local bond issue purchase.

With the above Cash Management Policy in mind, the City's Cash Management Plan is indicated by the following designations of approved depositories and investment instruments.

As per the Cash Management Plan of the City of Jersey City, the City hereby designates the following entities as GUDPA approved depository banks:

- Banco Popular
- Bank of America, N.A.
- Bank of New Jersey
- Bank of New York Mellon
- BCB Community Bank
- Capital One Bank
- City National Bank of New Jersey
- CONNECTONE Bank
- Dean Witter Trustee/ State of New Jersey Cash Management Plan
- Hudson City Savings Bank
- Indus American Bank
- Investors Bank
- JP Morgan Chase
- MBIA Class/Cutwater Asset Management
- Oritani Bank
- PNC Bank, National Association
- Provident Savings Bank
- Santander Bank
- TD Bank NA
- Valley National Bank
- Wells Fargo Bank, NA

NOTE: All of the investment instruments permitted by N.J.S.A. 40A:5-15.1 can be purchased through the City's (GUDPA) banks with the possible exception of Government Money Market Funds, which would require broker/dealers. Since the process of selecting such services is a tedious one, when the City attempts to purchase such instruments, the pool of selected broker/dealers will be presented to the Municipal Council.

The approved investment instruments selected by the City of Jersey City are:

- 1) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America (Treasury Bills, Notes and Bonds).
- 2) Government money market funds.
- 3) Any obligation that a federal agency or a federal instrumentality has issued in accordance with an Act of Congress, which security has a maturity date not greater than 397 days from the date of purchase, provided that such obligation bears a fixed rate of interest not dependable on any index or other external factor.

- 4) Bonds or other obligations of the local unit or bonds or other obligations of school districts of which The local unit is a part of within which the school district is located.
- 5) Bonds or other obligations, having a maturity date not more than 397 days from the date of purchase, approved by the Department of Treasury, Division of Investment.
- 6) Local government investment pools, such as New Jersey Class, and the New Jersey Arbitrage Rebate Management Program.
- 7) Deposits with the State of New Jersey Cash Management Fund.
- 8) Repurchase agreements of fully collateralized securities, if:
 - a) The underlying securities are permitted investments pursuant to N.J.S.A. 40A:5-15.1;
 - b) The custody of the collateral is transferred to a third party;
 - c) The maturity of the agreement is not more than 30 days;
 - d) The underlying securities are purchased through banks approved by the Department of Banking and Insurance under the Government Unit Depository Projection Act (GUDPA).
 - e) A master repurchase agreement providing for the custody and security of the collateral is executed.

The approved designation of any Government Money Market Funds are:

NOTE: The purchase of Government Money Market Funds requires the use of broker/dealers. Since the process of selecting such services is a tedious one, when the City attempts to purchase such instruments, the pool selected instruments and broker/dealers will be presented to the Municipal Council.

The City's Cash Management Plan is further guided by the following principles of investment and risk:

- Although many factors will contribute to the City's policy for selecting and evaluating investment instruments, the City recognizes that the security of such interest comes first, followed by liquidity, and then yield.
- Funds shall be managed to meet the City's cash flow needs; namely asset maturity decisions will be guided by cash flow factors.
- Careful attention to investment fee structure must be paid: for example, the fees for getting in and out of investments will be considered. Additionally, when investing in government money market funds,

load fees (fees up front) and no-load fees (fee is covered as part of the yield) must be distinguished.

- The City will acknowledge the notion that “past performance is not a guarantee of future results” when gauging the potential success of its investments. Namely, since government money market funds are required to be rated, the City will study such ratings. The City will assess the performance of such funds, paying strict attention to their historical expenses, and the experience of their managers.
- The City will use the New Jersey Cash Management Fund as a benchmark for comparing the performance of government money market funds and Local Government Investment Pools. Since the New Jersey Cash Management Fund has a wider variety of investments available to it than government money market funds and Local Government Investment Pools, it can be used as a reliable indicator of market performance.
- If solicited by financial advisors to assist the City in its investment decisions, the City shall (a) be prudent in taking their advice; (b) consider what they are selling; (c) establish how they will profit from the investment; (d) ascertain exactly what their fees are; (e) be aware of “churning” (generation of excess fees by moving from investment to investment).
- The City will completely understand all financial products purchased, namely, how the product is priced, the effect or interest rate changes on the value of the product and the liquidity of the product.
- The City will consult with Corporation Counsel whenever there is a question regarding the legal status of an investment instrument.
- The City will purchase certificate of deposits or repurchase agreements from broker/dealers (including bank related ones) since they are not permitted depositories of funds.
- If necessary, the City will consult with GFOA publications on investment practices and with the Bureau of Securities when it comes to ensuring that investment advisors, or broker/dealers and agents of broker/dealers are registered.

General Cash Management Principles that the City’s Cash Management Plan shall adhere to are:

- All moneys turned over to the Treasurer shall be deposited within forty-eight (48) hours in accordance with N.J.S.A. 40A:5-15.
- The Treasurer, with the approval of the Chief Financial Officer, shall minimize the possibility of idle cash accumulating in accounts by assuring that all amounts in excess of negotiated compensating balances (if applicable) are kept in interest bearing accounts or promptly swept into the investment portfolio.
- Cash may be withdrawn from investment pools under the discretion of the Chief Financial Officer to

fund operations, and/or meet cash flow needs.

- The method of calculating banking fees and compensating balances (if applicable) shall be documented to the Governing Body at least annually.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-004

Agenda No. 10.C

Approved: JAN 09 2019

TITLE:



RESOLUTION TO CANCEL 2018 REAL ESTATE TAXES ON PROPERTY OWNED BY CHRIST EVANGELICAL LUTHERAN CHURCH THAT IS NOW IN COMPLIANCE WITH THE TAX EXEMPTION REQUIREMENTS

COUNCIL OFFERED AND MOVED FOR ADOPTION THE FOLLOWING RESOLUTION:

WHEREAS, Christ Evangelical Lutheran Church is the owner in fee title to the premises known as Block 16901 Lot12 on the official tax map of the City Jersey City and further described as 9 Brinkerhoff Street, Jersey City; and

WHEREAS, the City of Jersey City has levied assessments for 2018 taxing year due to failure to submit documents requested by the Assessor as required in compliance with the tax exemption for local taxation; and

WHEREAS, Christ Evangelical Lutheran Church has requested a review of the non-taxability of the premises, contending that the property remains to be used by the Director of the Church and that the use of the property has never changed and remains to be used as the Director's residence; and

WHEREAS, the Tax Assessor of the City has made the determination that the subject property should have remained to be tax exempt for 2018 had such information been submitted in a timely manner; and

WHEREAS, the City of Jersey City's interest be best served by cancelling this taxes for the work that the Christ Evangelical Lutheran Church does for religious and charitable purposes; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that;

1. The Tax Collector is authorized to cancel 2018 real estate taxes, including interest and cost that may accrued estimated to be approximately \$9,573.79.
2. Refund all monies due if applicable plus interest paid if any.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.9.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution to Cancel 2018 real estate taxes on property owned by Christ Evangelical Lutheran Church that is now in compliance with the tax exemption requirements

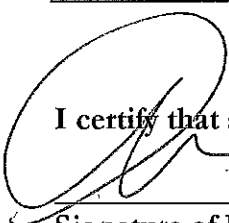
Initiator

Department/Division	Office of the City Assessor	Office of the City Assessor
Name/Title	Ed Toloza	Assessor
Phone/email	Ext. 4707	Edward@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The attached Resolution requests the Municipal Council to authorize cancellation of 2018 real estate taxes. The total amount to be cancelled or refunded is approximately \$9,573.79.

 I certify that all the facts presented herein are accurate.

Signature of Department Director

12/14/18
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-005

Agenda No. 10.D

Approved: JAN 09 2019

TITLE:



RESOLUTION TO CANCEL 2018 REAL ESTATE TAXES ON PROPERTY OWNED BY NEW JERUSALEM ASSEMBLY OF GOD, IN THAT IS NOW IN COMPLIANCE WITH THE TAX EXEMPTION REQUIREMENTS

COUNCIL OFFERED AND MOVED FOR ADOPTION THE FOLLOWING RESOLUTION:

WHEREAS, New Jerusalem Assembly of God, Inc. is the owner in fee title to the premises known as Block 26501 Lot 28 on the official tax map of the City Jersey City and further described as 385 Ocean Avenue, Jersey City ; and

WHEREAS, the City of Jersey City has levied assessments for 2018 taxing year due to failure to submit documents requested by the Assessor as required in compliance with the tax exemption for local taxation; and

WHEREAS, New Jerusalem Assembly of God, Inc. has requested a review of the non-taxability of the premises, contending that the property remains to be used as a church and that the use of the property has never changed and remains to be used for such purpose; and

WHEREAS, the Tax Assessor of the City has made the determination that the subject property should have remained to be tax exempt for 2018 had such information been submitted in a timely manner; and

WHEREAS, the City of Jersey City's interest be best served by cancelling this taxes for the work that the New Jerusalem Assembly of God, Inc. does for religious and charitable purposes; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that;

1. The Tax Collector is authorized to cancel 2018 real estate taxes, including interest and cost that may accrued estimated to be approximately \$5,533.87.
2. Refund all monies due if applicable plus interest paid if any.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.9.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution to Cancel 2018 real estate taxes on property owned by New Jerusalem Assembly of God, Inc. that is now in compliance with the tax exemption requirements

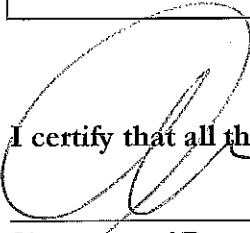
Initiator

Department/Division	Office of the City Assessor	Office of the City Assessor
Name/Title	Ed Toloza	Assessor
Phone/email	Ext. 4707	Edward@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The attached Resolution requests the Municipal Council to authorize cancellation of 2018 real estate taxes. The total amount to be cancelled or refunded is approximately \$5,533.87


I certify that all the facts presented herein are accurate.

Signature of Department Director


Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-006

Agenda No. 10-E

Approved: JAN 09 2019

TITLE:



RESOLUTION TO CANCEL 2011 REAL ESTATE TAXES ON PROPERTY OWNED BY PORT AUTHORITY OF NEW YORK & NEW JERSEY PURSUANT TO N.J.S.A. 32:1-35.60

COUNCIL OFFERED AND MOVED FOR ADOPTION THE FOLLOWING RESSOLUTION:

WHEREAS, the Port Authority of New York and New Jersey, a body corporate and politic created by interstate compact between the State of New York and New Jersey is the owner in fee title as evidence by a Deed of December 22, 2010 to the premises known as Block 11605 Lot 2 on the official tax map of the City Jersey City and further described as 2 Montgomery Street, Jersey City; and

WHEREAS, the Port Authority of NY and NJ is a tax exempt entity and shall be exempt from paying taxes or assessments on any property acquired by recordation of a deed; and

WHEREAS, Port Authority of NY & NJ has recorded on December 29, 2010 a Deed of December 22, 2010 at the Office of the Hudson County Register in Book 8769 Page 946 acquiring 2 Montgomery Street and further described as Block 11605 Lot 2 on the Official tax map of the City of Jersey City; and

WHEREAS, the City of Jersey City levied assessments and taxes for the 2011 taxing year, a year after Port Authority of NY & NY acquired premises described herein which should have been exempt pursuant to N.J.S.A 32:1-35.60; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that;

1. The Tax Collector is authorized to cancel 2011 real estate taxes in the amount of \$1,065,216.00 and any other cost that may have accrued and no refunds to be issued since Port Authority made not payments for 2011 taxes.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 8-1

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.9.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO		✓		ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION TO CANCEL 2011 REAL ESTATE TAXES ON PROPERTY OWNED BY PORT
AUTHORITY OF NEW YORK AND NEW JERSEY PURSUANT TO 32:1-35.60**

Initiator

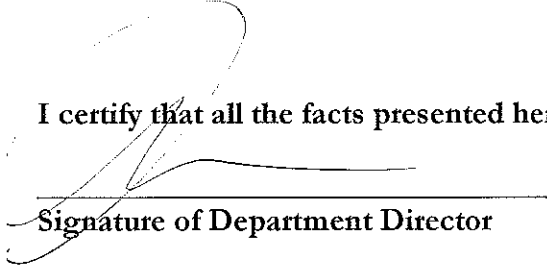
Department/Division	Office of the City Assessor	Office of the City Assessor
Name/Title	Ed Toloza	Assessor
Phone/email	Ext. 4707	Edward@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The attached Resolution requests the Municipal Council to authorize cancellation of 2011 real estate taxes on property owned by the Port Authority of New York and New Jersey charged in error.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-007

Agenda No. 10.F

Approved: JAN 09 2019

TITLE:



RESOLUTION AUTHORIZING SETTLEMENT OF AN ASSESSMENT APPEAL FILED BEFORE THE TAX COURT OF NEW JERSEY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, a complaint was filed before the Tax Court of New Jersey challenging real estate tax assessments on Block 15305 Lot 11, now known as Block 15305 Lot 11.01 and 11.02 and further described as 118 Summit Avenue Jersey City for the 2017 taxing year; and

WHEREAS, the Office of the Tax Collector has reviewed this settlement and computed the amount of refund or credit that will result from the implementation of this settlement; and

WHEREAS, both the taxpayer and the City agree that all interest payments on any such refund shall be waived by the taxpayer if such refund shall be made by the City within sixty (60) days of the Tax Court judgment pursuant to N.J.S.A. 54:3-27.2; and

WHEREAS, after consulting with the Tax Assessor of the City of Jersey City and the Jersey City's Tax Counsel, both have recommended that the complaint be settled due to the property's current structural conditions at the amount specified below;

Block/Lot	Location	Amount of Refund/Credit
15305/11	118 Summit Ave.	\$11,247.60

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the assessment complaint be settled for the assessed value as determined and agreed by both parties for the taxing year 2017 in the amount of \$11,247.60.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.9.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

JEFFREY M. BEIDES, ESQ., LLC

3 2nd Street, Suite 1203

Jersey City, New Jersey 07311

Ph. (201) 656-9000

Email: jmbeides@aol.com

Attorney for Plaintiff, Garden State Episcopal Community Development Corp.

Attorney Bar Id. 286461973

Garden State Episcopal Community Development Corp.	TAX COURT OF NEW JERSEY Docket No. 012849-2017
vs.	CIVIL ACTION
City of Jersey City	STIPULATION OF SETTLEMENT (Local Property Tax)

1. It is hereby stipulated and agreed that the assessment of the following property(ies) be adjusted and a judgment entered as follows:

Block 15307
Now known as 15307

Lot 11
Lots 11.01 and 11.02

Street Address 118 Summit Avenue, Jersey City, New Jersey Year 2017

Original Assessment	County Tax Board Assessment	Requested Tax Court Judgment
Land	\$184,100.00	\$184,100.00
Improvements	\$360,100.00	\$215,900.00
Total	\$544,200.00	\$400,000.00

The parties agree that there has been no change in value or municipal-wide revaluation or reassessment adopted for the tax year(s) _____, and therefore agree that the provisions of N.J.S.A. 54:51 A-8 (Freeze Act) shall be applicable to the assessment on the property referred to herein for said Freeze Act years(s). No Freeze Act years(s) shall be the basis for application of the Freeze Act for any subsequent year(s).

☒ The provisions of N.J.S.A. 54:51 A-8 (Freeze Act) shall not apply.

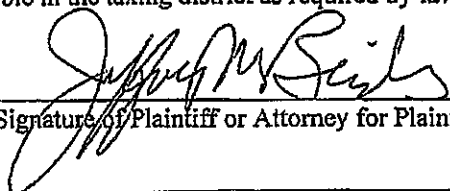
2. The undersigned have made such examination of the value and proper assessment of the property(ies) and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property(ies) as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

3. Based upon the foregoing, the undersigned represent to the court that the above settlement will result in an assessment at the fair assemble value of the property(ies) consistent

with assessing practices generally applicable in the taxing district as required by law.

August 29, 2018

Date



Signature of Plaintiff or Attorney for Plaintiff

August 29, 2018

Date

Signature of Defendant or Attorney for Defendant

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution Authorizing Settlement of an Assessment Appeal Filed Before the Tax Court of New Jersey

Initiator

Department/Division	Office of the City Assessor	Office of the City Assessor
Name/Title	Ed Toloza	Assessor
Phone/email	Ext. 4707	Edward@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The attached Resolution requests the Municipal Council to authorize a settlement of an assessment appeal filed before the Tax Court of New Jersey on a property that is totally uninhabitable and in need of total reconstruction. The total refund will be \$ 11,247.60.

I certify that all the facts presented herein are accurate.

Laura F. Tacon / for Edward Toloza
Signature of Department Director

12/12/18
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-008

Agenda No. 10.G

Approved: JAN 09 2019

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO APPLY AND ACCEPT THE FY 2019 SAFE AND SECURE COMMUNITIES GRANT FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE

COUNCIL
following resolution.

Offered and moved adoption of the

WHEREAS, the need exists in the City of Jersey City to acquire additional sources of law enforcement funding to increase the number of police officers in Jersey City, with the goal of enhancing the effectiveness of police operations and other crime reduction strategies needed by the community; and

WHEREAS, the New Jersey Department of Law and Public Safety has recognized this need and is providing grant funds to municipalities to help absorb some of the salary costs for police officers; and

WHEREAS, the State of New Jersey has selected the Jersey City Police Department to receive an award from the Safe and Secure Communities Grant Program in the amount of \$200,000; and

WHEREAS, the Safe and Secure Communities Grant will be applied towards the salaries of 8 Police Officers and the Police Department will match this grant by covering the cost of their fringe benefits; and

WHEREAS, the New Jersey Department of Law and Public Safety requires the Jersey City Police Department to maintain its complement of 829 officers in order to receive this funding, and

WHEREAS, the failure to maintain the required 829 complement of police officers will put the Jersey City Police Department in jeopardy of losing the current funding and making the Police Department ineligible to receive subsequent funding.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The City of Jersey City is authorized to complete an application to accept the award of \$200,000 from the New Jersey Department of Law and Public Safety, Division of Criminal Justice; and
2. These funds will be applied towards the salaries of 8 police officers, and the City of Jersey City will match this grant by covering the cost for fringe benefits; and
3. The Office of Management and Budget is authorized to establish an account in the amount of \$200,000 for the FY 2019 Safe and Secure Communities Grant.

APPROVED: [Signature]

APPROVED: [Signature]

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.9.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO APPLY AND ACCEPT THE FY 2019 SAFE AND SECURE COMMUNITIES GRANT FROM THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE****Project Manager**

Department/Division	Jersey City Police Department	Grants Office
Name/Title	Sgt. Jaclyn Marcazo	Sergeant
Phone/email	201- 547-4736	jmarcazo@njcps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The Department of Law and Public Safety has awarded the Jersey City Police Department \$200,000 to be applied toward the salaries of 8 police officers, with a City match requirement being the costs for their fringe benefits. The Jersey City Police Department is required to maintain the complement of 829 sworn officers. If the Department falls under this required number, the current funding is in jeopardy and the Department becomes ineligible for subsequent Safe and Secure Communities Grant funding.

Cost (Identify all sources and amounts)

Grant Funds - \$200,000 for Officer Salaries

City Match – Fringe Benefits

Contract term (include all proposed renewals)

July 1, 2018 until June 30, 2019

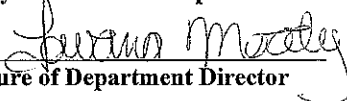
Type of award

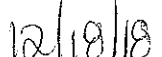
If "Other Exception", enter type

Additional Information

As per the Division of Criminal Justice, the email attached to this Resolution is considered the initial award letter from the State.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date



JERSEY CITY POLICE DEPARTMENT
GRANTS OFFICE

1 JOURNAL SQUARE PLAZA, 4TH FLOOR
JERSEY CITY, NEW JERSEY 07306
201-547-4736 FAX 201-547-5213

TO: Isabelle Procaccino, Law Department

FROM: Sgt. Jaclyn Marcazo

DATE: December 18, 2018

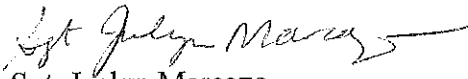
SUBJECT: FY 2019 Safe and Secure Communities Resolution Apply/Accept

Dear Ms. Procaccino,

Attached you will find a Resolution to Apply/Accept the FY 2019 Safe and Secure Communities Grant from the New Jersey Division of Criminal Justice in the amount of **\$200,000** that will be used to reimburse for officers' salaries.

Thank you for your assistance.

Respectfully Submitted,


Sgt. Jaclyn Marcazo

Jaclyn Marcazo

From: Elizabeth Griffis <GriffisE@njdcj.org>
Sent: Wednesday, December 12, 2018 11:52 AM
To: Jaclyn Marcazo
Subject: Jersey City - 19-0906 - \$200,000 - 2019 Sfae & Secure Grant Package
Attachments: #4 LPS Resolution Certification Checklist.pdf; #5 SS Award Conditions.pdf; #1 SS Program Guidelines.pdf; #2 SS Consolidated Application and Award Documents.pdf; #3 SS Contract.pdf

SFY 2019 SAFE AND SECURE CONTINUATION FUNDING NOTIFICATION

The State Fiscal Year 2019 allocation plan includes funding to continue the personnel grant to your municipality. A municipality is eligible for a grant award only if it applied for, and received, an initial Safe and Secure personnel award letter within the first two program years following August 2, 1993, even if the municipality did not immediately accept its initial grant award. N.J.A.C. 13:79-1.3.

Please find attached your SFY 2019 Safe and Secure application/award template. The Grants Development Section has streamlined all of the necessary documents to initiate your award through this email.

Attached to this email are the following five (5) documents:

1. Safe and Secure Program Guidelines
2. Safe and Secure Consolidated Application/Award Template
3. Safe and Secure Contract
4. Resolution and Certification Checklist
5. Safe and Secure Award Conditions

These documents should only be used for SFY 2019. Please do not submit documents from prior years or use these documents if you have prior year applications that need to be submitted.

Please ensure that all items on the application/award checklist are completed prior to submitting documents. One copy of the completed application and award documents must be submitted to the Grants Development Section **no later than 60 days from the date of this email.** Please email your completed documents to grants@njoag.gov and copy your Grant Analyst.

As a condition of the grant, a municipality agrees that it will not reduce its baseline regular complement of police officers and other law enforcement personnel (as of December 31, 1993 or as reported in the 1993 UCR). A reduction in the complement of officers below a department's full complement (those added with grant funds) will result in a proportionate reduction or total loss of the grant award. A municipality may not participate in the Safe and Secure Grant Program if it reduces the total number of law enforcement personnel below its baseline regular complement.

Eligible municipalities must pay all fringe benefit costs associated with the personnel hired, as well as all costs in excess of the grant award. This grant must operate for a minimum of one year from the end date of the previous award.

The receipt of grant funds may be contingent upon the timely filing of your grant application and financial reports. Additionally, your application cannot be finalized until all required reports are received and the file of your current grant is officially closed. Approval for expenditures for the grant cannot be authorized until a fully executed subgrant award/contract is completed.

Due to the uncertainty of future funding, you are encouraged to identify alternative funding sources to supplement potential reductions in grant funds.

The Grants Development Section is available to assist you in the preparation of this application/award and with any other technical assistance that may be required. Please feel free to contact your Grant Analyst or you can call Beth Griffis at 609-376-2445 for any additional information.

CONFIDENTIALITY NOTICE The information contained in this communication from the Office of the New Jersey Attorney General is privileged and confidential and is intended for the sole use of the persons or entities who are the addressees. If you are not an intended recipient of this e-mail, the dissemination, distribution, copying or use of the information it contains is strictly prohibited. If you have received this communication in error, please immediately contact the Office of the Attorney General at (609) 292-4925 to arrange for the return of this information.

* Information Only *



NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL
SUBAWARD

PROJECT TITLE 2019 Safe and Secure Communities Grant Program	SUBAWARD AMOUNT State \$ 200,000 Match \$ <u>Fringe Benefits</u> Total \$ 200,000
IMPLEMENTING AGENCY Jersey City Police Department	DATE OF AWARD December 10, 2018
SUBRECIPIENT City of Jersey City	STATE ACCOUNT NO. 19-100-066-1020-232

In accordance with the provisions of the Safe and Secure Communities Act of 1993, P.L. 1993, c. 220 (N.J.S.A. 52:17B-159, et seq.) and based upon the project application, the Department of Law and Public Safety hereby awards to the above named Subrecipient, a subaward in the amount specified for the purposes set forth in the approved application.

This subaward is subject to all applicable federal and state statutes, as well as the requirements set forth in the application authorization, the approved project budget, required certifications, and any general conditions, assurances, and special conditions attached to the grant program. This subaward is also subject to all applicable statutes of the State of New Jersey and all Federal, State, and Local financial accounting requirements, including the filing of single audits, as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. §200.500, et seq.) and State Circular Letters 15-08-OMB and 07-05-OMB (if applicable).

This subaward incorporates all conditions and representations contained or made in the application and notice of availability of funds (if applicable).

FOR THE SUBRECIPIENT:

FOR THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY:

Signature of Authorizing Official

Attorney General or Designee

Typed Name of Authorizing Official and Title

Date

Date

Subaward Number: 19-0906

Subaward Period: 7/1/18 to 6/30/19

Subrecipient Fiscal Year Start Date: January

Contact:

William H. Cranford, Deputy Administrator
Office of the Attorney General
Department of Law and Public Safety
609-376-2445
grants@njoag.gov

Signatures
upon Approved Resolution

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-009

Agenda No. 10.H

Approved: JAN 09 2019

TITLE:



RESOLUTION (1) INTRODUCING AND APPROVING THE 2019 BUDGET OF THE JACKSON HILL MAIN STREET SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, pursuant to N.J.S.A. 40:56-71 et seq., and by the adoption of **Ordinance 11-152** the City of Jersey City established the Jackson Hill Main Street Management Corporation Special Improvement District (JHMSMC) to be operated by the Jackson Hill Main Street Special Improvement District Management Corporation; and

WHEREAS, under N.J.S.A. 40:56-80, the District Management Corporation must prepare an annual budget that includes an estimate of the annual costs of operating the district including:

- (1) the costs charged against municipal funds for general street maintenance;
- (2) the costs charged against properties within the District in proportion to the benefits conferred by the annual improvements;
- (3) costs, if any, to be assessed against properties in the District; and

WHEREAS, upon receipt of the budget, the Municipal Council is required to consider the budget, approve the budget, schedule a public hearing and adopt the budget with such amendments as the governing body considers necessary; and

WHEREAS, upon approval of the budget the Tax Assessor is required to prepare an assessment roll listing the properties to be specially assessed in accordance with the budget and calculate the amount of the assessment to be charged to each property; and

WHEREAS, the District Management Corporation of Jackson Hill Main Street Special Improvement District has submitted its 2019 fiscal year budget, January 1, 2019 – December 31, 2019 to the Council, a copy of which is attached hereto as Exhibit A; and

NOW, THEREFORE BE IT RESOLVED, with a majority of the full membership of the Council concurring that:

1. The 2019 fiscal year budget, January 1, 2019 – December 31, 2019 of the Jackson Hill Main Street Special Improvement District, attached hereto as Exhibit A, was approved by the Jackson Hill Main Street Special Improvement District at its December 5, 2018 meeting;
2. The budget as submitted to the City is hereby retroactively introduced and approved, subject to a public hearing prior to adoption.

City Clerk File No. Res. 19-009Agenda No. 10.H JAN 09 2019

TITLE:

3. The Tax Assessor is directed to do the following:

- (a) prepare an assessment roll specifying the amounts specifically assessed against each benefitted and assessable property in the District in proportion to the benefit conferred, based upon the approved budget in accordance with the procedures prescribed in N.J.S.A. 40:56-80(c). Such assessment roll shall include a description of each property and the names of the owners; and
- (b) file the assessment roll in the Office of the City Clerk to be available for public inspection.

4. The City Clerk is directed to do the following:

- (a) schedule a public hearing on the budget and the amount of the assessments not less than 28 days from the date of this Resolution;
- (b) at least 10 days prior to the date of the hearing public (i) a notice setting the time and place of the public hearing on the budget and amounts of the special assessments; and (ii) a copy of the entire budget in a newspaper of general circulation;
- (c) at least 10 days prior to the date the notice is published, send a copy of the notice of public hearing to the named owners of each property proposed to be assessed; and
- (d) at least 10 days before the date of the scheduled hearing
 - (i) post a complete copy of the approved budget in City Hall in the customary location for posting public notices;
 - (ii) post a complete copy of the assessment roll in City Hall in the customary location for posting public notices; and
 - (iii) make available a copy of the budget to any person requesting it up to and including the date of the public hearing.

5. Upon approval of the assessment roll with any changes approved by the Council, the City Clerk shall immediately certify a copy of the assessment roll to the County Tax Board to be effective as of January 1, 2019.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator[Signature]
Corporation CounselCertification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.9.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION (1) INTRODUCING AND APPROVING THE 2019 BUDGET OF THE JACKSON HILL MAIN STREET SPECIAL IMPROVEMENT DISTRICT; (2) DIRECTING THE CITY CLERK TO PUBLICLY ADVERTISE THE BUDGET AND SCHEDULE A PUBLIC HEARING; AND (3) DIRECTING THE TAX ASSESSOR TO PREPARE AN ASSESSMENT ROLL OF PROPERTIES WITHIN THE DISTRICT BASED UPON THE BUDGET

Initiator

Department/Division	Office of the City Clerk	
Name/Title	Robert Byrne	City Clerk
Phone/email	rbyrne@jcnj.org	201 547-5149

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

TO ACCEPT THE ASSESSMENT ROLL FOR THE JACKSON HILL MAIN STREET SPECIAL IMPROVEMENT DISTRICT.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

JACKSON HILL MAIN STREET MANAGEMENT CORP /SID

PROPOSED FISCAL YEAR BUDGET 2019

	2018 PROJECTED ACTUAL	2018 BUDGET	UNDER/OVER
REVENUES			
SID ASSESSMENT	\$244,100	\$244,100	\$0
JACKSON HILL HONORS	\$0	\$5,000	\$5,000
JACKSON HILL STREET FESTIVAL	\$3,596	\$5,000	(\$1,404)
JACKSON HILL HOLIDAY MART	\$0	\$5,000	(\$5,000)
GRANTS	\$0	\$25,000	(\$25,000)
INTEREST ON SAVINGS	\$110		\$110
DONATIONS	\$0		\$0
TOTAL REVENUES	\$247,806	\$284,100	(\$36,294)
EXPENSES			
<u>Administrative/Management</u>			
Salaries/Benefits	\$89,250	\$89,250	\$0
Grant Writing Consultant	\$0	\$30,000	(\$30,000)
Insurance	\$2,500	\$2,500	\$0
Rent	\$14,400	\$14,400	\$0
Repairs & Maintenance	\$0	\$1,000	(\$1,000)
Accounting/Audit	\$9,200	\$6,000	\$3,200
Utilities	\$2,176	\$2,100	\$76
Telephone/Internet	\$2,800	\$2,100	\$700
Postage	\$137	\$286	(\$149)
Office Supplies/Equip	\$1,563	\$2,500	\$937
Computer Software	\$0	\$150	(\$150)
Business Registration Fees	\$443	\$100	\$343
Bank Service Charge	\$70	\$114	\$44
<u>Appearance/Maintenance</u>			
Holiday Decorations on Corridor	\$0	\$5,000	(\$5,000)
Street Cleaning/Maintenance	\$101,500	\$101,500	(\$0)
Beautification Program	\$0	\$5,000	(\$5,000)
<u>Marketing</u>			
Newsletter	\$3	\$3,000	(\$2,998)
Web Site	\$1,200	\$1,200	\$0
Promotions/Printing	\$600	\$1,500	(\$900)
<u>Jackson Hill Special Events</u>			
Community BBQ	\$1,711	\$0	\$1,711
Workshops/Travel	\$45	\$200	(\$155)
Annual Membership Mtg	\$200	\$200	\$0
Jackson Hill Honors	\$0	\$5,000	(\$5,000)
Jackson Hill Street Festival	\$6,671	\$8,000	(\$1,329)
JH Holiday Mart/Tree Lighting	\$0	\$3,000	(\$3,000)
TOTAL EXPENSES	\$234,468	\$284,100	(\$49,632)

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 19-010

Agenda No. _____ 10.1

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
WITH NEW JERSEY CITY UNIVERSITY REGARDING THE MANAGEMENT,
MAINTENANCE, UPGRADES AND EVENT SCHEDULING OF METRO FIELD.

Withdrawn

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-011

Agenda No. 10.J

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF JERSEY CITY FOR THE DESIGN AND CONSTRUCTION OF THE REBUILD BY DESIGN HUDSON RIVER PROJECT UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-DR) DISASTER RECOVERY PROGRAM.

Withdrawn

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res - 19-013

Agenda No. 10.K

Approved: JAN 09 2019

TITLE:



RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY CAL HARBOR VII LEASING ASSOCIATES, LLC FOR THE CITY'S USE OF PARKING SPACES LOCATED AT 135 GREENE STREET.

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, Cal Harbor VII Leasing Associates LLC ("Cal Harbor VII") has provided parking spaces for the use by City employees at 135 Greene Street; and

WHEREAS, outstanding invoices have been submitted to the City that total \$86,086.60 for 80 parking spaces provided during 2018 (Attachment A); and

WHEREAS, Cal Harbor VII has requested that the City immediately pay the sum of \$86,086.60 for the services provided; and

WHEREAS, Ann Marie Miller, Real Estate Manager for the City of Jersey City has reviewed Cal Harbor VII's request for payment and has certified that Cal Harbor VII rendered the services requested by the City from January 2018 through July 2018 and has certified that Cal Harbor VII's bill for providing such services is fair and reasonable (Attachment B); and

WHEREAS, Cal Harbor VII performed the services in good faith and is entitled to receive payment for the services provided; and

WHEREAS, the sum of \$86,086.60 from Account No. 01-201-23-210-640 shall be made available to the Insurance Fund Commission for the purpose of paying the outstanding claims submitted by Cal Harbor VII.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) The Insurance Fund Commission is hereby authorized to Cal Harbor VII Leasing Associates LLC the sum of \$86,086.60 to pay the outstanding claims for providing parking spaces for city employees from January 2018 through July 2018; and

TITLE:

**RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY
CAL HARBOR VII LEASING ASSOCIATES, LLC FOR THE CITY'S USE OF
PARKING SPACES LOCATED AT 135 GREENE STREET.**

- 2) The approval of this payment is subject to the execution of a release and affidavit (Attachment C) by Cal Harbor VII certifying that the submitted claim represents the total costs for the services provided that are itemized in Attachment A in addition to releasing the City from any liability in connection with claims that it may have against the City for providing the services that are itemized in Attachment A; and
- 3) The Business Administrator is hereby authorized to take such other actions that are necessary to effectuate the purposes of this Resolution.

HCB
1/3/2019

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.9.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY CAL HARBOR VII LEASING ASSOCIATES, LLC FOR THE CITY'S USE OF PARKING SPACES LOCATED AT 135 GREENE STREET.

Project Manager

Department/Division	Administration	
Name/Title	Brian Platt	Business Administrator
Phone/email	(201) 547-4513	BPlatt@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Authorizing payment to Cal Harbor VII Leasing Associates, LLC for parking spaces at 135 Greene Street used by City employees.

Cost (Identify all sources and amounts)

\$86,086.60

Contract term (include all proposed renewals)

Not Applicable

Type of award

Not Applicable

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

ATTACHMENT A



CITY OF JERSEY CITY
HARBORSIDE PLAZA 4A
JERSEY CITY, NJ 07311

Re: HARBORSIDE PLAZA 4A
Acct No : H4JER
Invoice #: 063018
Start Date: 11/07/18
Inv. Date: 11/07/18

I N V O I C E

PARKING FEE			
QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
6.00	PARKING FEE - 80 SPACES \$260.87 EACH = \$20,869.60 PER MONTH FOR 1/18-6/18	\$20,869.60	\$125,217.60
	LESS PAYMENT MADE		(\$60,000.00)

Make Checks Payable To:
CAL-HARBOR VII LEASING ASSOCIATES LLC
P.O. Box 416533
BOSTON MA 02241-6533

Pay This Amount ->

\$65,217.60



CITY OF JERSEY CITY
HARBORSIDE PLAZA 4A
JERSEY CITY, NJ 07311

Re: HARBORSIDE PLAZA 4A
Acct No : H4JER
Invoice #: 073018
Start Date: 11/28/18
Inv. Date: 11/28/18

I N V O I C E

PARKING FEE			
<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1.00	PARKING FEE - 80 SPACES \$260.87 EACH = \$20,869.60 PER MONTH FOR 7/18	\$20,869.60	\$20,869.60

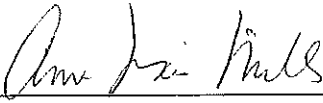
Make Checks Payable To:
CAL-HARBOR VII LEASING ASSOCIATES LLC
P.O. Box 416533
BOSTON MA 02241-6533

Pay This Amount ->

\$20,869.60

ATTACHMENT B

I, Ann Marie Miller, the Real Estate Manager for the City of Jersey City, certify that the bills submitted by Cal Harbor VII Leasing Associates LLC are for services rendered and delivered to the City of Jersey City regarding the use of parking spaces by City employees with offices at 30 Montgomery Street. I further certify that the bills received by the City from Cal Harbor VII Leasing Associates LLC for the provision of the services are fair and reasonable.



Ann Marie Miller, Real Estate Manager
City of Jersey City

Date: _____

1/4/19

ATTACHMENT C

RELEASE AND AFFIDAVIT

This Release, dated _____, 2019, is given by the Releasor, **Cal Harbor VII Leasing Associates LLC**, referred to as "I," to the City of Jersey City, and its agents and employees, referred to as "You."

1. **Release**

I release and give up any and all claims, direct and indirect, and rights for any injury and/or damages which I may have against the City of Jersey City, and its agents and employees arising out of the provision of services or materials by me to the City of Jersey City in connection with the itemized services described in Attachment A.

2. **Payment**

As consideration for the Release, I will be paid **\$86,086.60** from You. I agree that I will not seek anything further including any other payment from You in relation to the services provided as itemized in Attachment A.

3. **Who is Bound**

I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities.

4. **Signatures**

I understand and agree to the terms of this Release.

Name:

Date

Witnesses or Attested By:

Name:

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-014

Agenda No. 10.1

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
CIVILIZE FOR A TERM OF ONE YEAR.

Withdrawn

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-015

Agenda No. 10-M

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO AUDIO
VISUAL ASSOCIATES FOR THE PURCHASE AND INSTALLATION OF AN
AUDIO AND VIDEO SYSTEM FOR CITY HALL COUNCIL CHAMBERS.

Withdrawn

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-016

Agenda No. 10.N

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT
WITH GARDEN STATE BUILDING SUPPLY COMPANY FOR LUMBER AND
ASSORTED MATERIALS FOR THE DEPARTMENT OF PUBLIC
WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE.

Withdrawn

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-017

Agenda No. 10.0

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE RENEWAL OF AN OPEN END CONTRACT
WITH LINCOLN RECYCLING SERVICE LLC., FOR THE DISPOSAL OF
VARIOUS WASTE TYPES FOR THE DEPARTMENT OF PUBLIC
WORKS/DIVISION OF SANITATION.

Withdrawn

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-018

Agenda No. 10.P

Approved: _____

TITLE:



**RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY
DIRECT ENERGY BUSINESS FOR ELECTRICITY GENERATION SERVICES.**

Withdrawn

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-019

Agenda No. 10.Q

Approved: _____

TITLE:



RESOLUTION AUTHORIZING A TWO (2) YEAR CONTRACT WITH
CONSTELLATION ENERGY FOR THE PURCHASE OF ELECTRICITY UNDER
THE COOPERATIVE PRICING CONTRACT BETWEEN THE COUNTY OF
HUDSON THROUGH THE ESSEX - HUDSON REGIONAL ENERGY
PROCUREMENT COOPERATIVE FOR THE DEPARTMENT OF PUBLIC
WORKS/ADMINISTRATIVE SERVICES.

Withdrawn

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-020

Agenda No. 10.R

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE CITY TO AWARD A CONTRACT TO
CAREERBUILDER EMPLOYMENT SCREENING, LLC., FOR BACKGROUND
CHECK SERVICES.

Withdrawn

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-021

Agenda No. 10.S

Approved: _____

TITLE:



**RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES
CONTRACT TO STRULOWITZ & GARGIULO FOR THE PROVISION OF
PHYSICAL THERAPY SERVICES TO CITY EMPLOYEES INJURED ON THE
JOB.**

Withdrawn

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-022

Agenda No. 10.T

Approved: JAN 09 2019

TITLE:



RESOLUTION RATIFYING AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF PORZIO BROMBERG & NEWMAN, PC TO SERVE AS SPECIAL COUSEL ON BEHALF OF THE CITY OF JERSEY CITY IN PAYROLL TAX LITIGATION.

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City requires the services of an attorney to represent the City of Jersey City and serve as special counsel in matters pertaining to payroll tax litigation; and

WHEREAS, the law firm of Porzio Bromberg & Newman, PC is experienced and highly qualified to perform these services; and

WHEREAS, special counsel agreed to provide these services at an hourly rate of **\$195.00** per hour for attorneys, and \$145 per hour for paralegals including expenses, for a total amount not to exceed **\$75,000**; and

WHEREAS, such services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law); and

WHEREAS, the law firm of Porzio Bromberg & Newman, PC submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, the law firm of Porzio Bromberg & Newman, PC has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the law firm of Porzio Bromberg & Newman, PC from making any reportable contributions during the term of the contract; and

WHEREAS, the law firm of Porzio Bromberg & Newman, PC has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, the law firm of Porzio Bromberg & Newman, PC has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, an encumbrance of \$10,000 is available in **Account No.: 19-01-201-20-155-312**.

NOW THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

City Clerk File No. Res. 19-022Agenda No. 10.T JAN 09 2019

TITLE:

RESOLUTION RATIFYING AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF PORZIO BROMBERG & NEWMAN, PC TO SERVE AS SPECIAL COUSEL ON BEHALF OF THE CITY OF JERSEY CITY IN PAYROLL TAX LITIGATION

1. An agreement is awarded to the law firm of Porzio Bromberg & Newman, PC to represent the City of Jersey City in payroll tax litigation, effective December 20, 2018 for a total amount of \$75,000, including expenses.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law against Discrimination, N.J.S.A. 10:5-31 et seq.
3. The Mayor or Business Administrator is hereby authorized to execute the renewal agreement in substantially the form attached subject to such modification, as the Corporation Counsel deems appropriate or necessary.
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.
5. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this Resolution.
6. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2019 fiscal year temporary budget shall be subject to the appropriation of sufficient funds in the 2019 fiscal year permanent budget.

JMcK
1/9/19

I hereby certify that there are sufficient funds available in Account No.:
19-01-201-20-155-312 for payment of this resolution. PD 132094

Anna Nunez
CFO

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.9.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LAW FIRM OF PORZIO BROMBERG & NEWMAN, PC TO SERVE AS SPECIAL COUSEL ON BEHALF OF THE CITY OF JERSEY CITY IN PAYROLL TAX LITITGATION

Project Manager

Department/Division	Law	Law
Name/Title	Peter Baker	Corporation Counsel
Phone/email	201-547-4667	pbaker@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The City of Jersey City requires services of special counsel to represent the City of Jersey City in matters pertaining to payroll tax litigation.

Cost (Identify all sources and amounts)

19-01-201-20-155-312
(\$75,000.00)

Contract term (include all proposed renewals)

One Year

Type of award

Direct/Open

If "Other Exception", enter type**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: PORZIO, BROMBERG & NEWMAN, P.C.

Trade Name:

Address: 100 SOUTHGATE PARKWAY
MORRISTOWN, NJ 07960-6465

Certificate Number: 1084413

Effective Date: September 01, 2004

Date of Issuance: November 26, 2018

For Office Use Only:

20181126151040230

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract/compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Vito A. Gagliardi, Jr., Managing Partner

Representative's Signature: [Signature]

Name of Company: Porzio, Bromberg, Newman, PC

Tel. No. 973 538 4006 Date: 12/27/18

Certification 31069

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 JUL 2016 to 15 JUL 2019



PORZIO, BROMBERG & NEWMAN, P.C.
100 SOUTEGATE PKWY, PO BOX 1997
MORRISTOWN NJ 07962 1997



Ford M. Scudder
FORD M. SCUDDER
Acting State Treasurer

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of the performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Printed: John A. Gagliardi, Jr., Managing Partner
Representative's Signature: [Signature]
Name of Company: Parzo Rosenberg & Newman PC
Tel. No.: 973 5238 4006 Date: 12/27/18

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Perzio, Bromberg - Newman, PC
Address : 100 Southgate Parkway, Morrisstown, NJ 07962
Telephone No. : 973 538 4006
Contact Name : Vito A. Gagliardi, Jr.

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

[illegible]☐ Check here if the information is continued on subsequent page(s)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Porzio Bromberg Newman, PC (name of business entity) has not made any reportable contributions in the **one-year period preceding 11/9/19 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Porzio Bromberg Newman, PC (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Porzio Bromberg Newman, PC

Signed: Vito A. Bagliardi Title: Managing Partner

Print Name: Vito A. Bagliardi Date: 12/27/18

Subscribed and sworn before me
this 27 day of Dec 2018

My Commission expires:

JENNIFER A. CIABURRI
A Notary Public of New Jersey
My Commission Expires January 24, 2023

Jennifer A. Ciaburri

Vito A. Bagliardi Managing Partner
(Print name & title of affiant) (Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY**

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

Part II – Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
N/A	

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Barrio Brumberg - Newman, PC
 Signature of Affiant: [Signature] Title: Managing Partner
 Printed Name of Affiant: V. E. A. Boggiano, Jr. Date: 12/27/18

Subscribed and sworn before me this 27th day of Dec, 2018

My Commission expires:

JENNIFER A. CIABURRI
A Notary Public of New Jersey
My Commission Expires January 24, 2023

[Signature]
(Witnessed or attested by)

(Seal)

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is made this _____ day of _____, 2019, by and between the City of Jersey City and law firm of Porzio, Bromberg & Newman, P.C., 100 Southgate Parkway, Morristown, New Jersey 07962-1997 ("Contractor").

WHEREAS, the Contractor is a law firm practicing a recognized profession, which practice is regulated by law, and which practice includes the rendering of services to public school districts;

WHEREAS, the Municipal Contracts Law allows for a Resolution authorizing the award of contracts for "Professional Services" without competitive bids,

NOW THEREFORE, BE IT RESOLVED that the parties hereto intending to be mutually bound and in consideration of these mutual promises contained herein agree as follows:

1. Scope of Work. The Contractor is hereby engaged as Special Counsel, to represent the City on all legal matters as requested, and shall render legal services as required.
2. Length of Contract. To continue through December 31, 2019, until terminated or renewed.
3. Compensation. The City shall pay a reduced rate of \$195.00 per hour for all attorneys and \$145.00 per hour for paralegals. Contractor shall also be reimbursed for any and all costs and expenses incurred or advanced by said Contractor on behalf of the City provided signed invoices with required certification and documentation of services are provided.
4. During the performance of this contract, the Contractor agrees as follows:
 - A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression,

the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

- B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- C. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
- E. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.
- F. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing

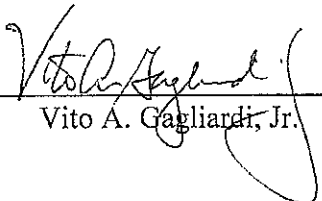
conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

- G. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
5. Termination. The City may terminate this is contract on written notice to the Contractor. The Contractor may terminate this contract only in a manner consistent with the Rules of Professional Conduct.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals this _____
day of _____, 2019.

CITY OF JERSEY CITY

PORZIO, BROMBERG & NEWMAN, P.C.

By: _____
Vito A. Gagliardi, Jr.

Outside Counsel Agreement

This **Agreement** dated the ____ day of _____, 2019 between the **City of Jersey City**, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and, **Porzio, Bromberg & Newman, P.C.**, 100 Southgate Parkway, Morristown, NJ 07960 ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with *Payroll Tax Litigation*

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT

professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$195.00 per hour for attorneys and \$145.00 an hour for paralegals, including expenses. The total amount of this agreement shall not exceed \$75,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any

Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets

- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)

- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. POLITICAL CONTRIBUTION PROHIBITION

This contract has been awarded to the Contractor based on the merits and abilities of the contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company have neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the City of Jersey City if a member of that political party is serving in an elective public office of the City of Jersey City when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the City of Jersey City when the contract is awarded.

V. CHAPTER 271 POLITICAL CONTRIBUTION DISCLOSURE

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

WHEREAS, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

WHEREAS, N.J.S.A. 40A:11-15 limits the term of a professional services contract to twelve months; and

V. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

The contract is awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

VI. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE

The contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq. following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

VII. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN

(a) If the Agreement exceeds \$40,000 it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10-5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) for contracts which exceed \$40,000.

VIII. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

IX. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

X. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

XI. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Brian Platt
Business Administrator

WITNESS:

Porzio, Bromberg & Newman, P.C.

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

_____, (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 19-023

Agenda No. _____ 10.U

Approved: _____

TITLE:



A RESOLUTION AUTHORIZING THE WAIVER OF THE TWENTY DAY WAITING PERIOD PURSUANT TO N.J.S.A. 40:69A-181(B) FOR ORDINANCE 18-152, ORDINANCE AMENDING CHAPTER 254 (PROPERTY MAINTENANCE) ARTICLE IV VACANT PROPERTIES SECTION 254-21.3, GENERAL REQUIREMENTS FOR VACANT BUILDINGS AND LOTS SUSPENDING THE REQUIREMENT FOR REGISTRATION OF VACANT BUILDINGS AND LOTS.

Withdrawn

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 19-024

Agenda No. 10.V

Approved: JAN 09 2019

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JERSEY CHEMICALS INC. FOR THE PURCHASE AND INSTALLATION OF A FILTRATION SYSTEM FOR THE PERSHING FIELD POOL FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the filtration system at the Pershing Field pool needs to be replaced; and

WHEREAS, in conformity with N.J.S.A. 40A:11-6.1(a), the City of Jersey City "City" informally solicited two quotes, including one from Jersey Chemicals Inc., 12-45 River Road, Fairlawn, New Jersey 07410 in the amount of twenty five thousand, nine hundred twenty dollars (\$25,920.00); and

WHEREAS, the Purchasing Director believes the proposal of Contractor attached hereto, to be most advantageous, price and other factors considered; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of the Department of Public Works determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the Contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the Contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the Contractor from making any reportable contributions during the term of the contract; and

WHEREAS, the Contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, the Contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds are available for this contract in the Capital Account:

Account	PO #	Total Contract
04-215-55-101-990	132054	\$25,920.00

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. A contract award to Jersey Chemicals Inc. in the amount of \$25,920.00 for the purchase and installation of a new filtration system for Pershing Field pool is authorized.
2. The term of the contract will be completed upon the delivery of the goods or services.
3. Upon certification by an official or employee of the City authorized to administer the contract, the services have been performed and that the requirements of the contract met, then payment to the Contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(Continue on page 2)

City Clerk File No. Res. 19-024Agenda No. 10.V JAN 09 2019

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JERSEY CHEMICALS INC. FOR THE PURCHASE AND INSTALLATION OF A FILTRATION SYSTEM FOR THE PERSHING FIELD POOL FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE

4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this resolution.

Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Account	PO #	Total Contract
04-215-55-101-990	132054	\$25,920.00

Approved by: Peter Folgado, Director of Purchasing,
OPA, RPPO

January 8, 2019
Date

PF/pv
1/7/19

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 1.9.19											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rafael R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO JERSEY CHEMICALS INC. FOR THE PURCHASE AND INSTALLATION OF A FILTRATION SYSTEM FOR THE PERSHING FIELD POOL FOR THE DEPARTMENT OF PUBLIC WORKS, DIVISION OF PARK MAINTENANCE

Project Manager

Department/Division	DPW	Park Maintenance
Name/Title	Sammy Ocasio	Director
Phone/email	201-547-4449 201-356-7763	socasio@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this resolution is to provide:

- ↓ Remove and replace filtration system at Pershing Field Pool.
- ↓ Includes five commercial sand filters including pea gravel and sand filter media.
- ↓ Build and plumb steel shelving units to house an upper and lower filter bank.

Cost (Identify all sources and amounts)

04-215-55-101-990 (Park Capital)
Contract amount = \$25,920.00

Contract term (include all proposed renewals)

One time replacement.

Type of award Non-Fair and Open

If "Other Exception", enter type
Additional Information

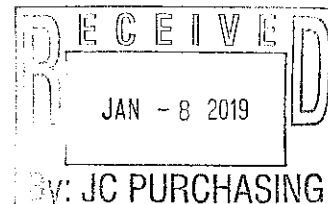
I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Date

Signature of Purchasing Director




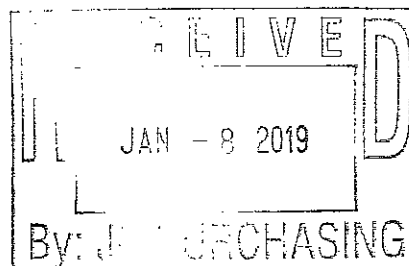
DETERMINATION OF VALUE CERTIFICATION

I, Patrick G. Stamato, of full age, hereby certify the following:

1. I am the Director for the Department of Public Works.
2. There exists a need to remove and replace the filtration system at the Pershing Field Pool.
3. The City informally solicited quotations for such services.
4. The Department's recommendation is to award a contract to Jersey Chemicals Inc.
5. The cost of the Contract exceeds \$17,500.00.
6. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
7. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

1/8/19
Date


Patrick G. Stamato, DPW Director





CITY OF JERSEY CITY
394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307
PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER

132054

REQUISITION # **0186792**

BUYER **P2PRESO**

CHECK NO. _____

CHECK DATE _____

VOUCHER NO. _____

VENDOR INV.# _____

DATE **01/08/2019** VENDOR NO. **JE294120**

VENDOR INFORMATION

JERSEY CHEMICALS INC
12-45 RIVER ROAD #365

FAIRLAWN NJ 07410

DELIVER TO
PARK MAINTENANCE
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

BILL TO
PARK MAINTENANCE
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	PF FILTRATION UNIT REMOVE EXISTING FILTRATION UNIT SUPPLY & INSTALL PENTAIR COMMERCIAL SAND FILTERS BUILD, INSTALL ALL NECESSARY VALVING QUOTE 920, BY DPAULEN@JERSEYCHEMICALS.COM D/D 12/11/18 PTP RESO _____, APPROVED _____	04-215-55-101-990	25,920.0000	25,920.00
TAX EXEMPTION NO. 22-6002013				PO Total	25,920.00

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER, AND RETURN TO THE BILL TO ADDRESS

CITY OF JERSEY CITY

Requisition #

0186792

Assigned PO #

Requisition

Vendor
JERSEY CHEMICALS INC
12-45 RIVER ROAD #365
FAIRLAWN NJ 07410

JE294120

Dept. Bill To
PARK MAINTENANCE
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

Dept. Ship To

Contact Info
Sammy Ocasio
2015474449

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	PF FILTRATION UNIT	0421555101990	25,920.00	25,920.00
		REMOVE EXISTING FILTRATION UNIT			
		SUPPLY & INSTALL PENTAIR COMMERCIAL SAND FILTERS			
		BUILD, INSTALL ALL NECESSARY VALVING			
		QUOTE 920, BY DPAULEN@JERSEYCHEMICALS.COM			
		D/D 12/11/18			

PTP RESO _____, APPROVED _____

Requisition Total 25,920.00

Req. Date: 01/07/2019

Requested By: BAIJNAUTHS

Buyer Id:

Approved By: _____

This Is Not A Purchase Order



STEVEN M. FULOP
Mayor of Jersey City

CITY OF JERSEY CITY DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 3RD FLOOR | JERSEY CITY, NJ 07305
P: 201 547 4400 | F: 201 547 4803



PATRICK G. STAMATO
Director

Date: January 7, 2019
To: Peter Folgado, Purchasing Director
From: Patrick G. Stamato, DPW Director
Subject: Recommendation Letter (Pershing Field Pool Renovation Project – Filtration Unit)

Please be advised, after a careful and thorough review of proposals received on November 5, 2018 and December 11, 2018 for the filtration unit of the Pershing Field Pool Renovation Project, I recommend that the contract be awarded to Jersey Chemicals, Inc. for \$25,920.00. Jersey Chemicals, Inc. provided the specifications requested for this project. The proposal includes a brand new filtration system including the breakdown and removal of the existing system. The installation of 5 commercial sand filters including pea gravel and sand filter media. Even though the lowest proposal from Always Bright Clean Spotless Corp. is \$5,370 less than Jersey Chemicals is mainly because Jersey Chemicals will provide a brand new system compared to a refurbished system.

<u>VENDOR NAME</u>	<u>REOUITION#</u>	<u>ACCOUNT#</u>	<u>CONTRACT AMOUNT</u>	<u>TEMPORARY ENCUMBRANCY</u>
Jersey Chemicals	0186792	04-215-55-101-990	\$25,920.00	

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.

Patrick G. Stamato, Director

PS/sb
C: Silendra Baijnauth, Fiscal Officer
Sammy Ocasio, Parks and Forestry Director
Hector Ortiz, DPW Assistant Director
Alma Kadric, Operations Manager

Jersey Chemicals, Inc.

775 River Street
Paterson, NJ 07524

QUOTATION

Date	Invoice No.
12/11/2018	920

*Recommend
Filter Quote #*

who's 2nd

Bill To
CITY OF JERSEY CITY 13-15 LINDEN AVENUE EAST JERSEY CITY, NJ 07305

Ship To
PERSHING FIELD 201 CENTRAL AVENUE JERSEY CITY, NJ 07307

P.O. No.	Terms	Sales Rep
QUOTE	NET 10	DP

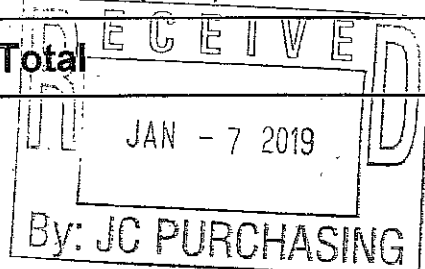
Quantity	Unit	Item Description	Rate	Total
1		REMOVE EXISTING FILTRATION UNIT AND TORCH CUT OUT IN PIECES TO BE DISPOSED OF BY CUSTOMER INCLUDING ANY SAND AND DEBRIS LEFT IN FILTER UNIT.	4,670.00	4,670.00T
5		SUPPLY AND INSTALL PENTAIR COMMERCIAL TR100C-3 (600#) SAND FILTERS. INCLUDING ALL PEA GRAVEL AND SAND FILTER MEDIA	3,655.00	18,275.00T
1		SUPPLY AND INSTALL ALL NECESSARY VALVING AND PIPING TO RUN SYSTEM, INCLUDING NEW 6" ROLACHEM FLOWMETER, TO ITS FULL POTENTIAL.	0.00	0.00T
1		BUILD AND PLUMB STEEL SHELVING UNITS TO HOUSE AN UPPER AND LOWER FILTER BANK	2,975.00	2,975.00T
PLEASE NOTE THAT THIS JOB ONLY CONSISTS OF THE SPECIFIC SCOPE OF WORK LISTED ABOVE. ANY AND ALL WORK NEEDED WILL BE FIELD INSPECTED AND CHARGED ACCORDINGLY AT AN ADDITIONAL FEE.				
PLEASE NOTE THAT JOB WILL BE COMPLETED AND INSTALLED BY JC POOL SERVICE, INC.				

Net Quote

Sales Tax (0.0%)

Total

Phone #	Fax #	E-mail
973-523-3736	973-523-0513	dpaulen@jerseychemicals.com



Jersey Chemicals, Inc.

775 River Street
Paterson, NJ 07524

QUOTATION

Date	Invoice No.
12/11/2018	920

Bill To
CITY OF JERSEY CITY 13-15 LINDEN AVENUE EAST JERSEY CITY, NJ 07305

Ship To
PERSHING FIELD 201 CENTRAL AVENUE JERSEY CITY, NJ 07307

P.O. No.	Terms	Sales Rep
QUOTE	NET 10	DP

Quantity	Unit	Item Description	Rate	Total
		PLEASE NOTE THAT EXISTING FILTER AND ALL SAND WILL BE TORCH CUT AND REMOVED FROM FILTER ROOM AND LEFT OUTSIDE FACILITY BY POOL ROOM IN ORDER TO BE DISPOSED OF BY CUSTOMER DIRECTLY.		
<div>RECEIVED JAN - 7 2019 By: JC PURCHASING</div>				

Phone #	Fax #	E-mail
973-523-3736	973-523-0513	dpaulen@jerseychemicals.com

Net Quote	\$25,920.00
Sales Tax (0.0%)	\$0.00
Total	\$25,920.00

ALWAYS BRIGHT CLEAN SPOTLESS CORP.
 DBA / ABC'S POOL SERVICE
 355 RIVERLAWN DRIVE
 WAYNE, N.J. 07470
 973-256-5536 EST. 1969
 N.J. REG. #13VH00567200

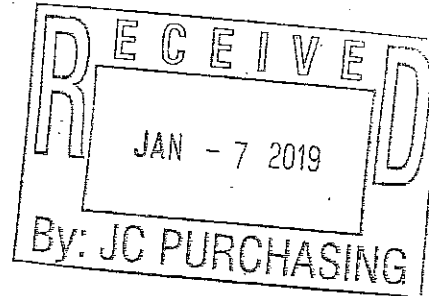
PROPOSAL

DATE

11/5/2018

NAME / ADDRESS

JERSEY CITY D.P.W.
 BUREAU OF PARK MAINTENANCE
 13 LINDEN AVE. EAST
 JERSEY CITY, N.J. 07305
 ATTN: ELIZABETH HARLEY



ESTIMATE NO.	PROJECT
1455	SAND PERSHIN...

DESCRIPTION	COST	QTY	TOTAL
RE: PERSHING FIELD			
RE: REPLACEMENT OF UNDERDRAIN LATERALS, FILTER MEDIA (SAND AND GRAVEL), MANWAY COVERS AND MANWAY GASKETS IN DUAL CELL FILTER TANK			
REMOVE AND DISPOSE OF FILTER MEDIA , UNDERDRAIN LATERALS, MANWAY COVERS AND MANWAY GASKETS IN BOTH TANKS.			
INSTALL NEW UNDERDRAIN LATERALS, FILTER MEDIA, MANWAY COVERS AND MANWAY GASKETS.			
TOTAL FOR ABOVE WORK	16,150.00		16,150.00
ACIDWASH INTERIOR OF POOL. POOL TO BE DRAINED BY CUSTOMER	3,800.00		3,800.00
STARTUP OF FILTRATION SYSTEM UPON REFILLING OF POOL. FILLING OF POOL TO BE MONITORED BY CUSTOMER.	600.00		600.00
PRICE DOES NOT INCLUDE STARTUP OR BALANCING CHEMICALS. PLEASE ADVISE IF YOU WANT US TO QUOTE ON CHEMICALS.			
PLEASE SIGN AND RETURN 1 COPY IF ACCEPTED.		TOTAL	\$20,550.00



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: JERSEY CHEMICALS, INC.
Trade Name:
Address: 775 RIVER ST
PATERSON, NJ 07524-1546
Certificate Number: 0063350
Effective Date: May 15, 1962
Date of Issuance: January 08, 2019

For Office Use Only:
20190108083916477

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	JERSEY CHEMICALS, INC.		
Address:	775 RIVER ST.		
City:	MORRISON	State:	NJ
		Zip:	07524

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

David Phelan
Printed Name

Resident
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]

☐ Check here if the information is continued on subsequent page(s)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that JERSEY CHEMICALS, INC. (name of business entity) has not made any reportable contributions in the **one-year period preceding 1/7/19 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract JERSEY CHEMICALS, INC. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: JERSEY CHEMICALS, INC.

Signed: [Signature] Title: PRESIDENT

Print Name: DAVID PAVLEN Date: 1/7/19

Subscribed and sworn before me
this 7 day of JANUARY, 2019.
My Commission expires:

[Signature] (Affiant)
Rishard Castaneda
(Print name & title of affiant) (Corporate Seal)

**RISHARD CASTANEDA
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50091576
MY COMMISSION EXPIRES OCTOBER 12, 2023**

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Mira Prinz-Arey for Council
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun for Council
Friends of Daniel Rivera	Solomon for Council
Ridley for Council	Friends of Jermaine Robinson

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership
 ☐ Corporation
 ☐ Sole Proprietorship
 ☒ Subchapter S Corporation
☐ Limited Partnership
 ☐ Limited Liability Corporation
 ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
DAVID PAULSEN - 100%	39-26 KNOTT TERRACE

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: JERSEY CHEMICALS, INC.

Signature of Affiant: [Signature] Title: PRESIDENT

Printed Name of Affiant: DAVID PAULSEN Date: 1/2/19

Subscribed and sworn before me this 7 day of

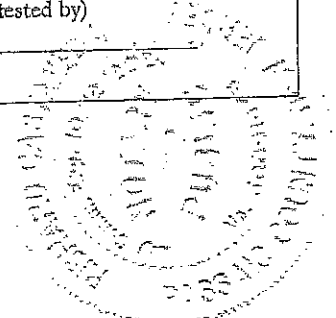
January, 2019.

My Commission expires:

RICHARD CASTANEDA
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50091576

[Signature]
 (Witnessed or attested by)
 (Seal)

MY COMMISSION EXPIRES OCTOBER 12, 2023



APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: DAVID PAULSON
Representative's Signature: [Signature]
Name of Company: TORSEY CHEMICAL, INC.
Tel. No.: 973-523-3736 Date: 1/2/18

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

DAVID PAULON

Representative's Signature:

[Signature]

Name of Company:

TEXLEY CHEMICALS INC.

Tel. No.:

973-523-3734

Date:

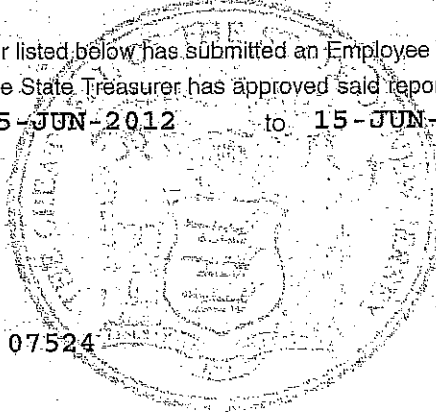
1/2/19

CERTIFICATE OF EMPLOYEE INFORMATION REPORT **RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2012** to **15-JUN-2019**

JERSEY CHEMICALS, INC.
775 RIVER ST.
PATERSON

NJ 07524



Andrew P. Sidamon-Eristoff
 State Treasurer

EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: JERSEY CHEMICALS, INC.
Address: 775 RIVER ST. PATTERSON, NJ 07524
Telephone No.: 973-523-3936
Contact Name: DAVID PATEL

Please check applicable category:

☒ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☐ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: JERSEY CHEMICALS, INC.

Address: 775 RIVER ST. PITERSON, NJ 07524

Telephone No.: 973-523-3936

Contact Name: DAVID PETERSON

Please check applicable category:

☒ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☐ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

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Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 19-025

Agenda No. _____ 10.W

Approved: _____ JAN 09 2019

TITLE:



A RESOLUTION CREATING AN ADVISORY COMMITTEE TO REVIEW CHAPTER 254, (PROPERTY MAINTENANCE) ARTICLE IV, (VACANT PROPERTIES) SECTION 21.3 (GENERAL REQUIREMENTS FOR VACANT BUILDINGS & LOTS) OF THE MUNICIPAL CODE AND RECOMMEND AMENDMENTS THERETO

COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, Chapter 254, (Property Maintenance) Article IV, (vacant properties) Section 21.3 (General requirements for vacant buildings & lots) of the Municipal Code mandates that owners of vacant buildings and lots register their properties with the City and sets forth the requirements for registration and the fees for registration, as well as provisions for inspection of vacant properties and fines for non-compliance; and

WHEREAS, the Council wishes to amend these provisions in the Code and seeks the input of various stakeholders before doing so; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that a Vacant Property Advisory Committee is hereby created. The Committee shall sunset sixty (60) days from the effective date of this Resolution unless it is renewed for another sixty day term by the Council. All City departments and agencies shall cooperate with the work of the Committee to the degree possible as permitted by law.

I. Membership

The Committee shall consist of the following seven (7) members:

1. The Director of the Department of Public Works or his designee;
2. The Director of the Division of Housing Preservation or her designee;
3. The Corporation Counsel or his designee;
4. Three members of the Municipal Council to be appointed by the Council President with the advice and consent of the City Council; and
5. The Jersey City Chief Municipal Prosecutor or his designee.

One of the three members of the Municipal Council appointed to serve on the Committee shall be elected Chairperson by the members of the Committee.

II. Meetings

The Board shall meet at least two (2) times to be determined by the Chairperson. The Chairperson may also call special meetings.

All meetings shall be subject to the Open Public Meetings Act and all meeting minutes shall be made available to the public.

TITLE:

A RESOLUTION CREATING AN ADVISORY COMMITTEE TO REVIEW CHAPTER 254, (PROPERTY MAINTENANCE) ARTICLE IV, (VACANT PROPERTIES) SECTION 21.3 (GENERAL REQUIREMENTS FOR VACANT BUILDINGS & LOTS) OF THE MUNICIPAL CODE AND RECOMMEND AMENDMENTS THERETO

III. Reports

The Committee is empowered to solicit input from residents regarding and it shall provide the Council and all other City entities with its findings, recommendations and proposed amendments to Chapter 254 as it deems appropriate.

JJH 1/9/19

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk